



CITY OF SURPRISE
Regular City Council Meeting Agenda
16000 N. Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 20, 2016 @ 6:00 PM
COUNCIL CHAMBERS

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- A. Call To Order
- B. Roll Call
- C. Pledge of Allegiance
- D. PROCLAMATION AND COMMUNITY ACKNOWLEDGEMENTS
- E. City Manager Report:
- F. City Attorney Report:
- G. City Clerk Report:

District Internal [City Clerk Aguilar will administer the Oath of Office for Associate Judge, Catherine Gaudreau.](#) None
Sherry Ann
Aguilar, City
Clerk

- H. Call To The Public:

INSTRUCTIONS: In order to address the City Council, you will need to fill out a Call to the Public Form available at the front counter, and then turn it in to the City Clerk before the meeting begins.

[Download the Call to the Public form](#) (PDF download requires [Adobe Acrobat Reader](#))

[Fill out the Call to the Public form online](#) If submitting form electronically, please submit to City Clerk at least one hour before the meeting start time.

The Call to the Public form is also available at the front counter.

Note: A.R.S. 38-431.01(H) - During this time members of the public may address City Council on any item not on the agenda. At the conclusion of the open call, City Council may respond to criticism, may ask staff to review the matter or may ask that the matter be put on a future agenda. No discussion or action shall take place on any item raised.

Approval of items on the Consent Agenda – all items with an asterisk (*) are considered to be routine matters and will be enacted by one motion and one roll call vote to the City Council. There will be no separate discussion on these items unless a Councilmember requests, in which event the item will be removed from the consent agenda and considered in its normal sequence on the agenda.

- I. Regular City Council Meeting Agenda:

Consent Agenda:

- 1. District Citywide [Consideration and action pertaining to an amendment to the Fiscal Year 2017 budget by reallocating appropriations of \\$11,500 within](#) None
James

- | | | |
|----------------------|---|--|
| | <u>the Grants and General Funds to adjust for acceptance of the Fiscal Year 2016-2017 Victim Assistance Grant; Resolution # 2016-152.</u> | Jackson,
Commander |
| 2. District 4 | <u>Consideration and action pertaining on the Final Plat entitled "Quiktrip #494" dated September 29, 2016, an approximately 4.3 acre property located on the north side of Bell Road, between Avenue of the Arts and 115th Avenue.</u> | None
Robert
Kuhfuss,
Community
Development |
| 3. District Internal | <u>Consideration and action pertaining to an amendment to the fiscal year 2017 budget by reallocating appropriations of \$10,000 from the Grants Fund to the Donations Fund for the Human Service & Community Vitality Department (HSCV), Neighborhood Services Division; Resolution # 2016-156.</u> | None
Seth Dyson,
Human
Service &
Community
Vitality |
| 4. District Citywide | <u>Consideration and action on the minutes of December 6, 2016 Regular Work Session and Regular City Council Meeting.</u> | None
Sherry Ann
Aguilar,
City Clerk |
| 5. District Internal | <u>Consideration and action pertaining to the prescribed standards for Financial Disclosure for local elected officials; Resolution # 2016-155.</u> | None
Sherry Ann
Aguilar, City
Clerk |
| 6. District Internal | <u>Consideration and action authorizing the Mayor to execute an Intergovernmental Agreement with Dysart Unified School District for the operation of schools as community centers; Resolution # 2016-158.</u> | None
Nicole
Lance,
Deputy City
Manager |
| 7. District 5 | <u>Consideration and action pertaining to approval of the Final Plat entitled "Thompson Thrift at Surprise Center" dated November 30, 2016, a property generally located on the Southwest corner of Bell Road and North Civic Center Drive within the Surprise Center Planned Area Development (PAD).</u> | None
Hobart
Wingard -
Community
Development |

Regular Agenda Item - Public Hearing:

- | | | |
|---------------|--|--|
| 8. District 1 | <u>Consideration and action pertaining to a Major Amendment of the Desert Oasis at Surprise PAD by changing the land use from Commercial to Medium Density Residential on approximately 8.08 acres of Parcel L8 located on the Northwest corner of 171st Avenue and Jomax Road; and increasing Front Setback for garages in Parcels L7 and L8-B.</u> | None
Sergio
Angulo -
Community
Development |
|---------------|--|--|

Regular Agenda Item - Non-Public Hearing:

- | | | |
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| 9. District Citywide | <u>Presentation and discussion on the launch a safe driving campaign in the City of Surprise in January 2017.</u> | No Action
Terry
Young,
Police Chief |
| 10. District Citywide | <u>Consideration and action pertaining to acceptance of a U.S. Department of Justice Community Oriented Policing Services Hiring Program Grant in the amount of \$250,000 for the hiring of</u> | None
Mike
Donovan |

two police officers; Resolution # 2016-131.

- | | | |
|----------------|--|--------------------|
| 11. District 1 | <u>Consideration and action pertaining to the "Surprise Foothills Water Supply Facility Development Agreement" between the City of Surprise and Buena Vista Holdings LLC, Surprise Foothills Master LLC, Mesquite Mountain Ranch Investments LLC, and Management 317 LLC for Surprise Foothills Water Supply Facility, property generally located North of Sun Valley Parkway and West of 243rd Avenue; Resolution # 2016-154.</u> | None
Terry Lowe |
|----------------|--|--------------------|

J. Other Business and Future Agenda Items:

K. Mayor/Council Reports:

L. Executive Session:

- | | | |
|-----------------------|---|---|
| 12. District Internal | <u>Consideration and action to enter into executive session with the City Attorney for discussion and consultation for legal advice pertaining to zoning of property within the vicinity of City Hall pursuant to A.R.S. 38-431.03(A)(3).</u> | None
Robert
Wingo, City
Attorney |
|-----------------------|---|---|

For information Purposes; Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, but for only the following purposes:

- discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- discussion or consideration of records exempt by law from public inspection (A.R.S. §38-401.03 (A)(2));
- discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (a)(4));
- discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. A.R.S. §38-401.03 (A)(6)).
- discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

Confidentiality Requirements Pursuant to A.R.S. §38-431.03(C)(D): Any person receiving executive session information pursuant to A.R.S. §38-431.02 shall not disclose that information except to the Attorney General or County Attorney by agreement of the City Council, or as otherwise ordered by a court of competent jurisdiction.

The council may vote to hold an executive session for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda pursuant to A.R.S. § 38-431.03(A)(3).

M. Adjournment:

SHERRY ANN AGUILAR, CITY CLERK, MMC

POSTED:

SPECIAL NOTE: PERSONS WITH SPECIAL ACCESSIBILITY NEEDS, INCLUDING LARGE PRINT MATERIALS OR INTERPRETER, SHOULD CONTACT THE CITY CLERK'S OFFICE @ 623.222.1200 OR TTY 623.222.1002, BY NO LATER THAN 24 HOURS IN ADVANCE OF THE REGULAR SCHEDULED MEETING TIME.



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

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Council Meeting Date:	December 20, 2016	Contact Person:	James Jackson, Commander
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an amendment to the Fiscal Year 2017 budget by reallocating appropriations of \$11,500 within the Grants and General Funds to adjust for acceptance of the Fiscal Year 2016-2017 Victim Assistance Grant; Resolution # 2016-152.

Motion:

I move to approve Resolution # 2016-152.

Background:

The Police Department has been awarded Victims of Crime Act (VOCA) federal grant funding in the amount of \$96,951 from the Arizona Department of Public Safety for salary and employee related expenses (ERE) for the Department's Victim Assistance Program Coordinator, a part-time (.5 FTE) victim advocate, and training for the Victim Assistance Program employees and volunteers. The City is required to provide a match of \$24,238 cash or in-kind funds. The VOCA grant is renewable on a year-to-year basis. Allowable services by the Victim Assistance Unit include (1) response to emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal justice system; and (4) provide victims of crime with a measure of safety and security.

Objective Analysis:

This grant pays a portion of the salary and ERE for the current victim advocate coordinator, one part-time victim advocate, and provides funding for training for employees and volunteers within the Victim Assistance Unit.

Policy Compliant:

This request is consistent with the City and Council policy and practice of supplementing the General Fund budget through use of grant funds when reasonable to do so.

Financial Impact:

This one-time grant award includes \$95,201 for salary and ERE and \$1,750 for travel and training. There is a City match requirement of \$24,238 for a total project amount of \$121,189. The City match will be met with the Police Department's General Fund operating budget .

Budget Impact:

The FY2017 Adopted Budget includes funding in the amount of \$95,500 for the grant award and \$14,200 for the City match. Due to the final award being greater than estimated, it is necessary to increase the budget for this project by \$1,500 in the Grants Fund and \$10,000 in the General Fund to allow the City to have current and updated budgetary amounts. This does not represent an actual transfer of funds, but only a transfer of budget authority and does not increase or decrease the total budget.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [2016-2017 Victims of Crime Act \(VOCA\) Award Letter](#)
 - ☐ [2016-2017 Victims of Crime Act \(VOCA\) Grant](#)
 - ☐ [RFLS 5427](#)
 - ☐ [Resolution 2016-152 VOCA Grant](#)
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ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

DOUGLAS A. DUCEY Governor FRANK L. MILSTEAD Director

November 14, 2016

Linda K. Melendez
City of Surprise Police Department
14250 W. Statler Plaza
Surprise, AZ 85374-7473

RE: Fiscal Year 2016/2017 DPS-VOCA Award

Dear Mrs. Melendez:

Congratulations! Your agency has been awarded \$96,951 in DPS-VOCA funds for the 2016/2017 program year. Enclosed is the grant award agreement package for your DPS-VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 60 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and required certifications; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated. Please see the attached list of items associated with your Subgrant Award Agreement and further instructions for compliance with each item.

Please call me at (602) 223-2491 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Sheri Doll".

Sheri Doll
Grant Coordinator

Subgrant Award Agreement Attachments

1. **Subgrant Award Agreement.** This agreement shall be signed by the authorized officials listed on the signature page. Return the *entire* agreement with original signatures to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form (EEOP).** Complete and sign the Equal Employment Opportunity Plan (EEOP) Certification Form and return to DPS with the Award Agreement.
3. **Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters.** (These certifications have been combined into one form.) **Lobbying:** Any subgrantee that receives over \$100,000 in federal funding in a fiscal year shall complete, sign and return this form certifying that it shall comply with "New Restrictions on Lobbying," 28 CFR Part 69. **Debarment, Suspension and Other Responsibility Matters:** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 2 CFR Part 2867. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification shall be returned to DPS with the signed Award Agreement.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities shall complete and return this form to disclose those activities. Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities shall mark "Not Applicable," sign and return this form. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization shall comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification shall be returned to DPS with the signed Award Agreement.
6. **Proof of Nonprofit Status.** Nonprofit subgrantee agencies shall provide proof of nonprofit status by providing the relevant documentation as outlined in the attached document. This documentation shall be returned to DPS with the signed Award Agreement.
7. **Proof of Federally Negotiated Indirect Cost Rate or Certification regarding de minimis rate of 10% of Modified Total Direct Costs (MTDC) eligibility.** Any subgrantee awarded indirect costs based on a federally negotiated indirect cost rate shall provide a copy of the Indirect Cost Negotiated Agreement. This documentation shall be returned to DPS with the signed Award Agreement. Any subgrantee awarded indirect costs based on a de minimis rate of 10% of MTDC shall complete the attached certification regarding its eligibility.
8. **Certification Regarding Non-Supplanting.** State and local **governmental subgrantees** shall certify the agency's adherence to the prohibition against supplanting of State or local funds with Federal funds. This completed certification shall be returned to DPS with the signed Award Agreement.
9. **Financial Management and System of Internal Controls Questionnaire.** Adequate accounting systems shall meet criteria as outlined in the DOJ Grants Financial Guide. Subgrantees shall complete the Financial Management and System of Internal Controls Questionnaire and return it to DPS with the signed Award Agreement.
10. **Subgrant Award Report (SAR).** Complete the Subgrant Award Report as it pertains to this award and return to DPS with the signed Award Agreement.

ARIZONA DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT (VOCA)
VICTIM ASSISTANCE GRANT PROGRAM
FEDERAL GRANT #2015-VA-GX-0032
CFDA #16-575
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: City of Surprise Police Department

ADDRESS: 14250 W. Statler Plaza

CITY: Surprise STATE: AZ ZIP: 85374-7473

2016/2017 AWARD AMOUNT: \$96,951

2016/2017 REQUIRED MATCH (NON-FEDERAL SOURCE): \$24,238

PROJECT PERIOD: 10/01/2016 to 09/30/2017

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the sub-recipient's application; the attached general conditions and applicable special conditions; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Sub-recipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d(c) and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

DPS Grant Agreement No. 2015-365

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
- 1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
- 1.3 "Application" means a written online Request for Grant Application (RFGA).
- 1.4 "Days" means calendar days unless otherwise specified.
- 1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
- 1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
- 1.7 "DPS" means the Arizona Department of Public Safety.
- 1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
- 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
- 1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
- 1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
- 1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
- 1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
- 1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

2.0 Subgrant award agreement interpretation.

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;

2.2.2 General Conditions;

2.2.3 DPS / VOCA Guidelines;

2.2.4 Federal VOCA Guidelines; DOJ Grants Financial Guide; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200.

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Subgrant award agreement administration and operation.

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

If in the three years prior to the date of the grant award, a federal or state court or administrative agency makes an adverse finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently (or explicitly) religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be

compelled to participate in them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
 - 3.3.1 Monthly financial report due the 15th of each month;
 - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
 - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
 - 3.3.4 DPS victim assistance survey due annually upon request; and
 - 3.3.5 Year-end Amendment, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2015-VA-GX-0032 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the DOJ Grants Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by

DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.5.1 The subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <http://ojp.gov/funding/explore/noncompetitiveprocurement.htm>.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify the DOJ Office of the Inspector General (OIG) and DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has in connection with funds under this award either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award shall be reported to the OIG by 1) mail directly to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington DC 20530; 2) e-mail to: oig.hotline@usdoj.gov; and/or 3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rules, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the subrecipient is to contact the OJP and DPS for guidance.

- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:
1. New construction.
 2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain.
 3. A renovation which will change the basic prior use of a facility or significantly change its size.
 4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
 5. Implementation of a program involving the use of chemicals.
- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website (www.sam.gov).

4.0 Cost and Payments.

- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA Assistance funds.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.

DPS Grant Agreement No. 2015-365

- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Grants Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.
- 4.11 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and Official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.13 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.
- 5.0 Subgrant Award Agreement Changes.**
- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors

and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

6.0 Indemnification.

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

7.0 Grant Remedies.

7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.

7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

8.0 Grant Termination.

8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.

8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.

8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.

- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contract start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

9.0 Arbitration.

The parties to this subgrant award agreement agree to resolve all disputes arising out of or relating to this subgrant award agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes (Title 41).

10.0 Other Service Requirements and Prohibited Activities.

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx>). If training has not been received, the

subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.

- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.11 Human Trafficking. The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons. The details of the subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <http://ojp.gov/funding/explore/prohibitedconduct-trafficking.htm>.
- 10.12 Consolidated Appropriations Act. The subrecipient shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set forth below.

Publicity or Propaganda. Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by Congress.

Employee Trainings. Federal funds are not legally available, and may not be used, for any employee training that:

1. does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties;
2. contains elements likely to induce high levels of emotional response or psychological stress in some participants;
3. does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation;
4. contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or
5. is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

Nondisclosure policies, forms, and agreements. Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing federal statute or Executive Order relating to 1) classified information; 2) communications to Congress; 3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or 4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and federal statutory provisions are incorporated into this agreement and are controlling.”

Acorn and related organizations. Absent express prior written approval from OJP, federal funds may not be provided to the Association of Community Organizers for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

Nondiscrimination in programs involving students. Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

Blocking of pornography on computer networks. Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available and, may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement or victim assistance-related activity.

Award or incentive fees to contractors. Funds appropriated under the Department of Justice Appropriations Act, 2016, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

- 10.13 Israel Boycott Divestments. Subrecipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

**2016 - 2017
APPROVED BUDGET**

Budget line items:	Federal	Match	Total
Salaries and Wages	\$75,837	\$15,938	\$91,775
Fringe Benefits	\$19,364	\$ 8,300	\$27,664
Travel	\$ 0	\$ 0	\$ 0
Professional/Outside Services	\$ 0	\$ 0	\$ 0
Equipment	\$ 0	\$ 0	\$ 0
Other Operating	\$ 1,750	\$ 0	\$ 1,750
Total	\$96,951	\$24,238	\$121,189

For the Arizona Department of Public Safety:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of November 12, 2016.

For the Subrecipient:

Project Director:

Signature: _____
James Jackson, Commander Criminal Investigations

Date: _____

Authorizing Official:

Signature: _____
Terry Young, Police Chief

Date: _____

Approved as to form:

Attorney for Subrecipient (optional)

Subgrant Award Agreement Attachments

1. **Subgrant Award Agreement.** This agreement shall be signed by the authorized officials listed on the signature page. Return the *entire* agreement with original signatures to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form (EEOP).** Complete and sign the Equal Employment Opportunity Plan (EEOP) Certification Form and return to DPS with the Award Agreement.
3. **Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters.** (These certifications have been combined into one form.) **Lobbying:** Any subgrantee that receives over \$100,000 in federal funding in a fiscal year shall complete, sign and return this form certifying that it shall comply with "New Restrictions on Lobbying," 28 CFR Part 69. **Debarment, Suspension and Other Responsibility Matters:** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 2 CFR Part 2867. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification shall be returned to DPS with the signed Award Agreement.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities shall complete and return this form to disclose those activities. Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities shall mark "Not Applicable," sign and return this form. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization shall comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification shall be returned to DPS with the signed Award Agreement.
6. **Proof of Nonprofit Status.** Nonprofit subgrantee agencies shall provide proof of nonprofit status by providing the relevant documentation as outlined in the attached document. This documentation shall be returned to DPS with the signed Award Agreement.
7. **Proof of Federally Negotiated Indirect Cost Rate or Certification regarding de minimis rate of 10% of Modified Total Direct Costs (MTDC) eligibility.** Any subgrantee awarded indirect costs based on a federally negotiated indirect cost rate shall provide a copy of the Indirect Cost Negotiated Agreement. This documentation shall be returned to DPS with the signed Award Agreement. Any subgrantee awarded indirect costs based on a de minimis rate of 10% of MTDC shall complete the attached certification regarding its eligibility.
8. **Certification Regarding Non-Supplanting.** State and local **governmental subgrantees** shall certify the agency's adherence to the prohibition against supplanting of State or local funds with Federal funds. This completed certification shall be returned to DPS with the signed Award Agreement.
9. **Financial Management and System of Internal Controls Questionnaire.** Adequate accounting systems shall meet criteria as outlined in the DOJ Grants Financial Guide. Subgrantees shall complete the Financial Management and System of Internal Controls Questionnaire and return it to DPS with the signed Award Agreement.
10. **Subgrant Award Report (SAR).** Complete the Subgrant Award Report as it pertains to this award and return to DPS with the signed Award Agreement.

RFLS NO:	5427
SUBMIT DATE:	11/22/2016

**SURPRISE CITY ATTORNEY
REQUEST FOR LEGAL SERVICES**

Please retain form with document throughout the entire process.

Requestor:	John Heffelfinger
Department & Extension:	Police Department, Ext. 24009
Contract Title:	Grant with AZ Dept. of Public Safety
Date of Contract, Event/Performance:	12/6/2016
Description of Legal Services Requested:	Please review the grant to see if it is acceptable for signing. If it is, please prepare a resolution for its approval by the City Council
Vendor Name, Address & Phone:	AZ Dept. of Public Safety 2102 W. Encanto Blvd. PO Box 6638 Phoenix 85008-6638 602-223 -2000
To Council?	Yes, with Resolution
If Yes, Council Meeting Date:	12/20/2016

*****City Attorney's Office Use*****

RFLS Status: Approved

Attorney Comment:

Resolution approved by Finance and myself. Approach with feds is to obtain waiver to avoid supplanting issue.

HAROLD.BRADY

11/29/2016

11/29/2016 5:41:10 PM

City Attorney's Office

Date

11/29/2016 5:41:10 PM

RESOLUTION 2016-152

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$1,500 WITHIN THE GRANTS FUND AND \$10,000 WITHIN THE GENERAL FUND FOR THE PURPOSES OF ADJUSTING BUDGET AUTHORITY RELATED TO AN ARIZONA DEPARTMENT OF PUBLIC SAFETY VICTIMS OF CRIME ACT GRANT.

WHEREAS, the Department of Public Safety, State of Arizona, as a sub-recipient of the Victims of Crime Act (VOCA) Victim Assistance Grant Program, has awarded the City of Surprise a grant award in the amount of \$97,000 for the Surprise Police Department to support its Victim Assistance Program;

WHEREAS, this agreement requires the City to provide matching funds in the amount of \$24,200 resulting in a total project budget of \$121,200;

WHEREAS, the FY2017 Adopted Budget includes this project in the amount of \$95,500 for the grant award and \$14,200 for the City match;

WHEREAS, it is necessary to increase the budget for this project by \$1,500 in the Grants Fund and \$10,000 in the General Fund to allow the City to have current and updated budgetary amounts;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies require the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City is hereby authorized to enter into an Intergovernmental Agreement with the State of Arizona Department of Public Safety by which it will accept a grant in the amount of \$97,000 with a City match requirement of \$24,200.

Section 2. That the City Manager, or his designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

Section 3. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the city of Surprise, Arizona for the fiscal year July 1, 2016 through June 30, 2017.

APPROVED AND ADOPTED this _____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-152

Exhibit A

The FY2017 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund, Category, Program/Project/or Department	Current Appropriation	Increase (Decrease)	Amended Appropriation
General Fund, Personnel, PD VOCA FY17	\$14,200	\$10,000	\$24,200
General Fund, Personnel, Victims Assistance Unit	85,400	(10,000)	75,400
Grants Fund, Personnel, PD VOCA FY17	95,500	(\$300)	95,200
Grants Fund, Travel and Training, PD VOCA FY17	0	1,800	1,800
Grants Fund, Contingency, General Operations	22,412,300	(1,500)	22,410,800
	<u>\$22,607,400</u>	<u>\$0</u>	<u>\$22,607,400</u>
Grants Fund, Federal Grant Revenue, PD VOCA FY17	\$95,500	\$1,500	\$97,000
Grants Fund, Other Grant Revenue, General Operations	13,158,700	(1,500)	13,157,200
	<u>\$13,254,200</u>	<u>\$0</u>	<u>\$13,254,200</u>

The fund changes are as follows:

- The amendment reallocates appropriation within the Grants Fund in the amount of \$1,500 from contingency to travel and training and \$10,000 within the General Fund from personnel to project related personnel without exceeding the approved total annual budget for FY2017.



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	December 20, 2016	Contact Person:	Robert Kuhfuss, Community Development
Submitting Department:	CD	District:	4
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining on the Final Plat entitled "Quiktrip #494" dated September 29, 2016, an approximately 4.3 acre property located on the north side of Bell Road, between Avenue of the Arts and 115th Avenue.

Motion:

I move to approve the Final Plat for Quik Trip # 494.

Background:

David Wanders of Hurd Corporation seeks approval of a Final Plat covering approximately 4.3 acres located along the north side of Bell Road, between Avenue of the Arts and 115th Avenue. The Final Plat encompasses both the existing Quik Trip market and the adjacent vacant property to the west. This activity follows the approval of the related Site Plan by the Planning and Zoning Commission on November 3, 2016.

Objective Analysis:

The proposed final plat will allow the applicant to proceed with the site improvements in a manner that is consistent with City of Surprise requirements and the approved PAD.

Policy Compliant:

The proposed Final Plat advances the goals and policies of the Surprise General Plan and the City Council's Strategic Plan.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-278 QuickTrip 0494 - Final Plat - Staff Report](#)
 - ☐ [01 - FS16-278 QuickTrip 0494 - Final Plat - Vicinity Map](#)
 - ☐ [02 - FS16-278 QuickTrip 0494 - Final Plat - Case Map](#)
 - ☐ [03 - FS16-278 QuickTrip 0494 - Final Plat - Final Plat](#)
 - ☐ [04 - FS16-278 QuickTrip 0494 - Final Plat - Presentation](#)
-

Case: FS16-278

Project Name: Quik Trip # 494 Final Plat

Council District: 4

City Council Date: December 20, 2016

Planner: Robert H. Kuhfuss, AICP

Owner: Hurd Corporation

Applicant: David Wanders of Hurd Corporation

Request: Final Plat

Site Location: Northeast corner of 115th Avenue and Bell Road

Site Size: Approx. 4.3 Ac.

Density: N/A

Findings:

- The proposed Final Plat is consistent with the Surprise General Plan 2035.
- The proposed Final Plat is consistent with the Quik Trip Site Plan.
- The proposed Final Plat is consistent with the SUDC.

Alternative Actions: **Approval** of the requested Final Plat will allow the applicant to proceed with the site improvements in a manner that is consistent with City of Surprise requirements and the approved Site Plan.

Denial of the requested Final Plat will deny the applicant the opportunity to proceed with proposed site improvements.

37 **PROJECT DESCRIPTION:**

38
39 David Wanders of Hurd Corporation seeks approval of a Final Plat covering approximately 4.3 acres
40 located along the north side of Bell Road, between Avenue of the Arts and 115th Avenue. The Final
41 Plat encompasses both the existing Quik Trip market and the adjacent vacant property to the west.
42

43 **Background:**

44
45 **August 28, 1997:** The City Council approved the original Canyon Ridge PAD under case PAD97-006.
46

47 **September 27, 2007:** The City Council approved a Major PAD Amendment for the purpose of
48 changing the land use of the subject property from Community Commercial to High Density
49 Residential to accommodate The Seasons at Surprise Apartments under case PADA07-118.
50

51 **March 16, 2015:** The City Council approved a Major PAD Amendment / Rezone Quik Trip for the
52 purpose of changing the land use of the subject property from High Density Residential to
53 Community Commercial under case FS15-506.
54

55 **June 15, 2016:** The applicant filed a request for a Major Site Plan and Final Plat for Quik Trip # 494
56 under case FS16-278, the subject case.
57

58 **November 3, 2016:** The Planning and Zoning Commission approved the requested Major Site Plan
59 subject to stipulations “a” through “c”.
60

61 **REVIEWING AGENCIES:**

62
63 The subject plat was routed to the standard city reviewing agencies, who indicate no objections to
64 the requests.
65

66 **SUMMARY:**

67
68 The proposed final plat will allow the applicant to proceed with the site improvements in a manner
69 that is consistent with City of Surprise requirements and the approved PAD.
70

71 **FINDINGS:**

- 72
73
 - The proposed Final Plat is consistent with the Surprise General Plan 2035.
 - 74 • The proposed Final Plat is consistent with the Quik Trip Site Plan.
 - 75 • The proposed Final Plat is consistent with the SUDC.

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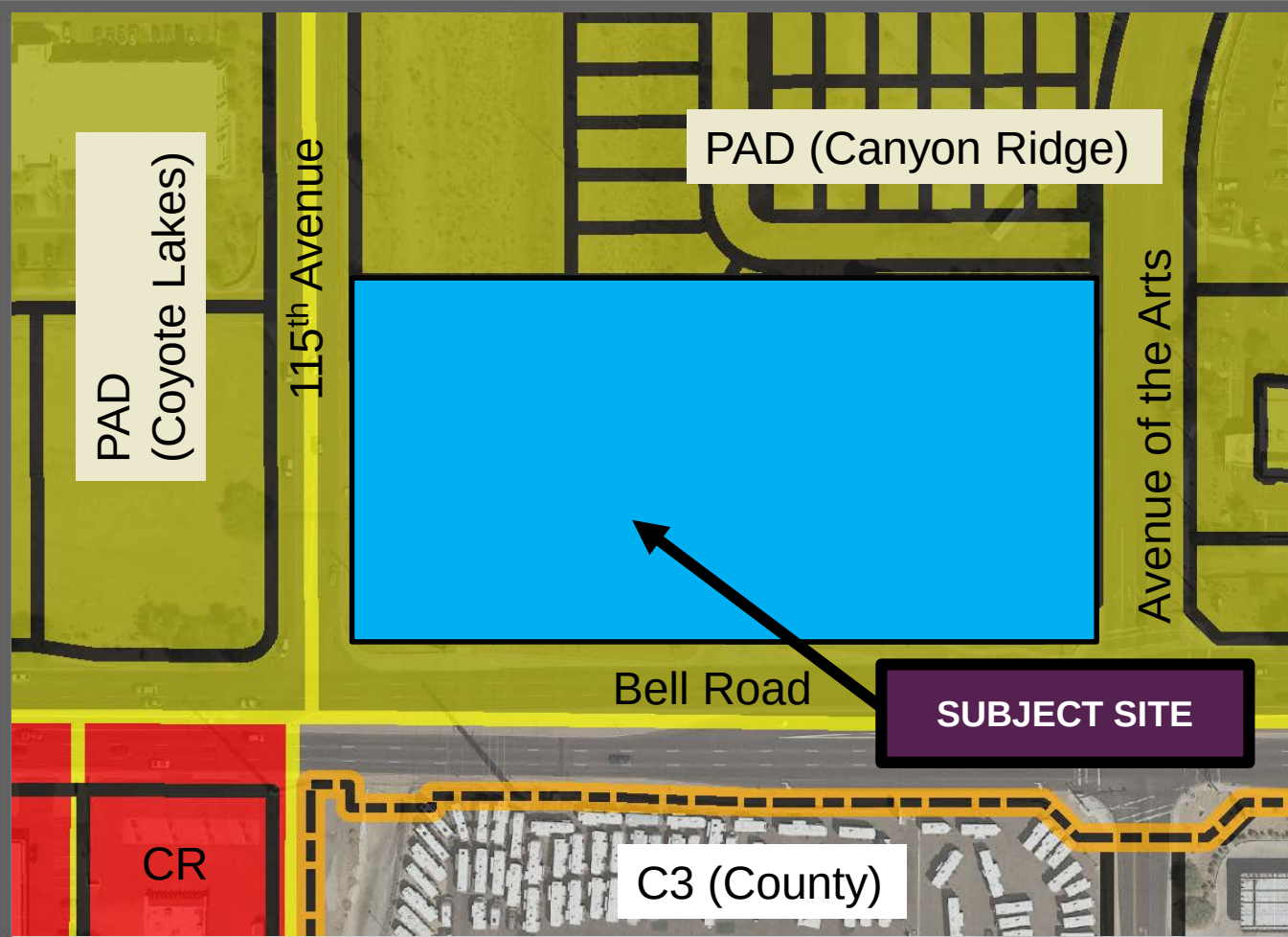
- 81 **ATTACHMENTS:**
82
83 01 – Vicinity Map (1 page)
84 02 – Case Map (1 page)
85 03 – Final Plat (2 pages)

Vicinity Map

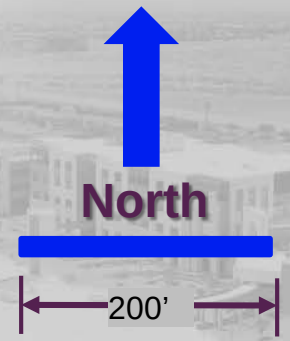


▶

Surprise Annexation



FS16-278
Quik Trip # 494
Final Plat



Case Map

FINAL PLAT OF "QUIKTRIP #494"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

OWNER

THE HURD CORPORATION, AN IOWA CORPORATION
P.O. BOX 3475
TULSA, OK 74101

LEGAL DESCRIPTION (TITLE COMMITMENT #01829710)

A PORTION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND DESCRIBED UTILIZING THE FOLLOWING INFORMATION: ACCORDING TO GLO SURVEY NOTES BOOK 1711, PAGES 13-26 & BOOK 1024, PAGES 1-4, THIS SECTION WAS CLOSED ON THE PRINCIPAL MERIDIAN FROM THE WEST. THE SECTION CORNERS OF SECTION 31, TOWNSHIP 4 NORTH RANGE 1 EAST CREATE THE STANDARD LINE. THE SECTION CORNERS OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 WEST REPRESENT CLOSING CORNERS. IT IS EVIDENT FROM RECOVERED MONUMENT POSITIONS ALONG WITH RECORD DOCUMENTATION THAT THE CLOSING CORNER MONUMENTS OF SECTION 36 WERE USED TO CREATE THE CENTERLINE OF 115TH AVENUE FOR THE RIGHT-OF-WAY DEDICATIONS ON BOTH SIDES. THE RESULT OF THIS IS A CENTERLINE FOR 115TH AVENUE WHICH IS SEPARATE FROM THE STANDARD SECTION LINE (PRINCIPAL MERIDIAN). SAID PORTION OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER OF SECTION 36 (CLOSING CORNER), TOWNSHIP 4 NORTH, RANGE 1 WEST, FROM WHICH A FOUND BRASS CAP IN HANDHOLE AT THE EAST QUARTER CORNER OF SAID SECTION 36 (CLOSING CORNER) BEARS NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, A DISTANCE OF 2641.50 FEET, THIS LINE BEING THE CENTERLINE OF 115TH AVENUE, ACCORDING TO BOOK 870 OF MAPS, PAGE 44.

THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 94.81 FEET;

THENCE NORTH 89 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 40.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 115TH AVENUE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE NORTH 00 DEGREES 42 MINUTES 44 SECONDS WEST, PARALLEL WITH AND 40.00 FEET EAST OF THE CENTERLINE OF 115TH AVENUE, AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 280.00 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 51 SECONDS EAST, PARALLEL WITH AND 375.00 FEET NORTH OF THE CENTERLINE OF BELL ROAD, ACCORDING TO BOOK 960 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDER, A DISTANCE OF 316.91 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 09 SECONDS EAST, PARALLEL WITH AND 355.00 FEET WEST OF THE CENTERLINE OF AVENUE OF THE ARTS, ACCORDING TO BOOK 960 OF MAPS, PAGE 21, MARICOPA COUNTY RECORDER, A DISTANCE OF 300.00 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 51 SECONDS WEST, PARALLEL WITH AND 75.00 FEET NORTH OF SAID CENTERLINE OF BELL ROAD, A DISTANCE OF 295.46 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 28.36 FEET, TO THE **POINT OF BEGINNING**.

APPROVALS

CITY OF SURPRISE ENGINEERING APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 20____, BY THE CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ CITY ENGINEER _____ DATE _____

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA THIS _____ DAY OF _____, 20____.

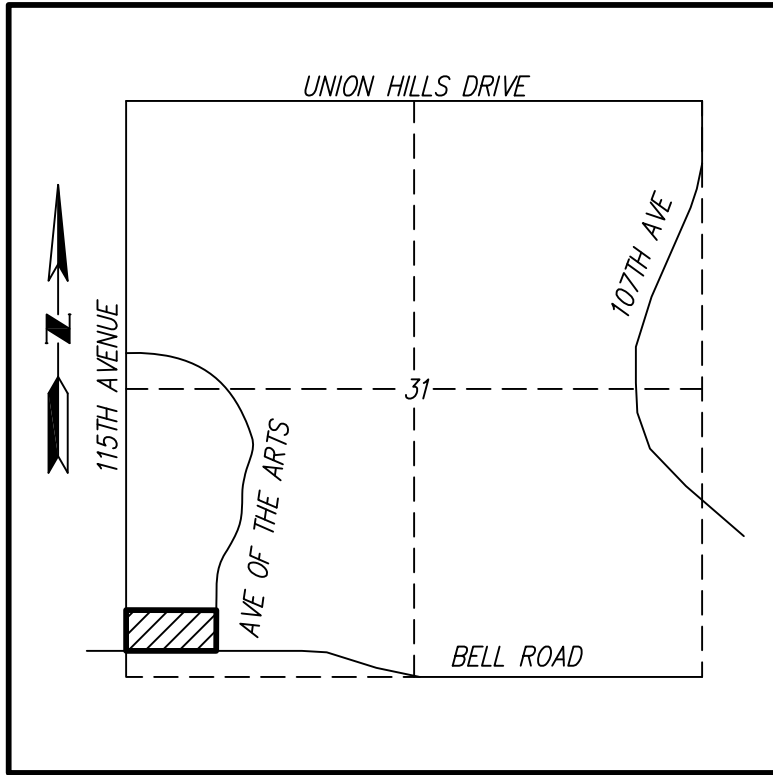
MAYOR DATE _____

ATTEST: _____

CITY CLERK DATE _____

PERTINENT RECORD REFERENCES

- 1.) FINAL PLAT OF "PHOENIX FIG FARMS", ACCORDING TO BOOK 18 OF MAPS, PAGE 35, M.C.R.
- 2.) FINAL PLAT OF "CANYON RIDGE WEST PARCEL 6", ACCORDING TO BOOK 508 OF MAPS, PAGE 30, M.C.R.
- 3.) PLSS RECORD OF SURVEY, ACCORDING TO BOOK 1049 OF SURVEYS, PAGE 26, M.C.R.



VICINITY MAP

SECTION 31
T.4N., R.1E., G.&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

SURVEYOR'S NOTES

1. THE SURVEY DEPICTED HEREON WAS CONSTRUCTED UTILIZING THE TITLE COMMITMENT NO. 01829710-003-J70, AMENDMENT NO. 4, DATED FEBRUARY 12, 2016, AND TITLE COMMITMENT NO. 01848611-003-J70, DATED APRIL 8, 2016, BOTH AS PREPARED BY LAWYERS TITLE OF ARIZONA, INC., REPRESENTING COMMONWEALTH LAND TITLE INSURANCE COMPANY, BY MICHAEL BENNETT, TITLE OFFICER.
2. THIS SURVEY WAS CONDUCTED ON THE GROUND OF THE PREMISES AS DEPICTED HEREON IN MAY, 2015.
3. PER GLO SURVEY NOTES BOOK 1711, PAGES 13-26 & BOOK 1024, PAGES 1-4, THIS SECTION WAS CLOSED ON THE PRINCIPAL MERIDIAN FROM THE WEST. THE SECTION CORNERS OF SECTION 31, TOWNSHIP 4 NORTH RANGE 1 EAST CREATE THE STANDARD LINE. THE SECTION CORNERS OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 1 WEST REPRESENT CLOSING CORNERS. IT IS EVIDENT FROM RECOVERED MONUMENT POSITIONS ALONG WITH RECORD DOCUMENTATION THAT THE CLOSING CORNER MONUMENTS OF SECTION 36 WERE USED TO CREATE THE CENTERLINE OF 115TH AVENUE FOR THE RIGHT-OF-WAY DEDICATIONS ON BOTH SIDES OF 115TH AVENUE. THE RESULT OF THIS IS A CENTERLINE FOR 115TH AVENUE WHICH IS SEPARATE FROM THE STANDARD SECTION LINE (PRINCIPAL MERIDIAN).

BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 36, T.4N., R.1W., MONUMENTED AS SHOWN HEREON AS BEARING N00°42'44"W, ACCORDING TO DOCUMENT NO. 2007-1211836, MARICOPA COUNTY RECORDS.

FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

COMMUNITY NUMBER	PANEL NUMBER (PANEL DATE)	SUFFIX	DATE OF FIRM (INDEX DATE)	FIRM ZONE	BASE FLOOD ELEVATION (ON AO ZONE, USE DEPTH)
040053	1245 OCT. 16, 2013	L	OCT. 16, 2013	X	

ZONE "X" IS DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD. AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

CITY OF SURPRISE NOTES

1. THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
2. PURSUANT TO ARS § 42-11102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
3. THIS PLAT IS LOCATED WITH THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

CERTIFICATE OF SURVEY

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST, 2016; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

Bryan O'Connor 9-29-16
BRYAN O'CONNOR
RLS# 59124
THE WLB GROUP INC.
1600 W. BROADWAY ROAD, SUITE 150
TEMPE, ARIZONA 85282
PHONE: 480.736.1600
boconnor@wlbgroup.com



No.	Date	Item	Scale	1" = 30'
			Job #	215018A001
			Date	9/29/16
			Drawn By	AM
Revisions			Checked By	BO

Sheet **1**
Of **2**

DEDICATION

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE HURD CORPORATION, AN IOWA CORPORATION, "OWNER", HAS SUBDIVIDED UNDER THE NAME "QUIKTRIP #494", A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "QUIKTRIP #494" AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER AND/OR NAME GIVEN TO EACH RESPECTIVELY ON THIS PLAT.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS-OF-WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER.

LANDSCAPING MAINTENANCE WITHIN THE MEDIANS WITHIN THE PUBLIC RIGHT-OF-WAY WITHIN ANY ARTERIAL OR PARKWAY STREET CLASSIFICATION SHALL BE THE RESPONSIBILITY OF THE CITY OF SURPRISE.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES; AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

RELEASE OF LIABILITY

THE HURD CORPORATION, AN IOWA CORPORATION, ("OWNER") DOES HEREBY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY.

THE HURD CORPORATION, AN IOWA CORPORATION, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LAND AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

IN WITNESS WHEREOF, THE HURD CORPORATION, AN IOWA CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED DULY AUTHORIZED OFFICER

THIS _____ DAY OF _____, 20____,

BY: _____
RICHARD W. HURD

ITS: PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 20____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIM/HER SELF TO BE _____ OF THE HURD CORPORATION, AN OKLAHOMA CORPORATION, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT HE/SHE AS AUTHORIZED PARTY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

LEGAL DESCRIPTION (TITLE COMMITMENT #01848611)

BEGINNING AT A BRASS CAP IN HAND HOLE AT THE INTERSECTION OF BELL ROAD AND AVENUE OF THE ARTS IN THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 26 MINUTES 09 SECONDS WEST, ALONG THE CENTERLINE OF SAID AVENUE OF THE ARTS, A DISTANCE OF 55.00 FEET TO THE NORTH RIGHT OF WAY LINE OF BELL ROAD AS RECORDED IN BOOK 347, PAGE 20;

THENCE SOUTH 89 DEGREES 33 MINUTES 51 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 65.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 33 MINUTES 51 SECONDS WEST, A DISTANCE OF 290.00 FEET;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 00 DEGREES 26 MINUTES 09 SECONDS WEST, PARALLEL TO AND 315.00 FEET WEST OF THE WEST RIGHT OF WAY, OF AVENUE OF THE ARTS, AS DEDICATED IN BOOK 508, PAGE 30, OFFICE OF RECORDS, MARICOPA COUNTY, ARIZONA, A DISTANCE OF 320.00 FEET;

THENCE NORTH 89 DEGREES 33 MINUTES 51 SECONDS EAST, PARALLEL TO AND 320.00 FEET NORTH OF SAID NORTH RIGHT OF WAY OF BELL ROAD, A DISTANCE OF 315.00 FEET TO SAID WEST RIGHT OF WAY OF AVENUE OF THE ARTS;

THENCE SOUTH 00 DEGREES 26 MINUTES 09 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 280.00 FEET;

THENCE SOUTH 44 DEGREES 33 MINUTES 51 SECONDS WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 35.36 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 09 SECONDS EAST ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 15.00 FEET TO THE SAID NORTH RIGHT OF WAY OF BELL ROAD AND THE **POINT OF BEGINNING**.

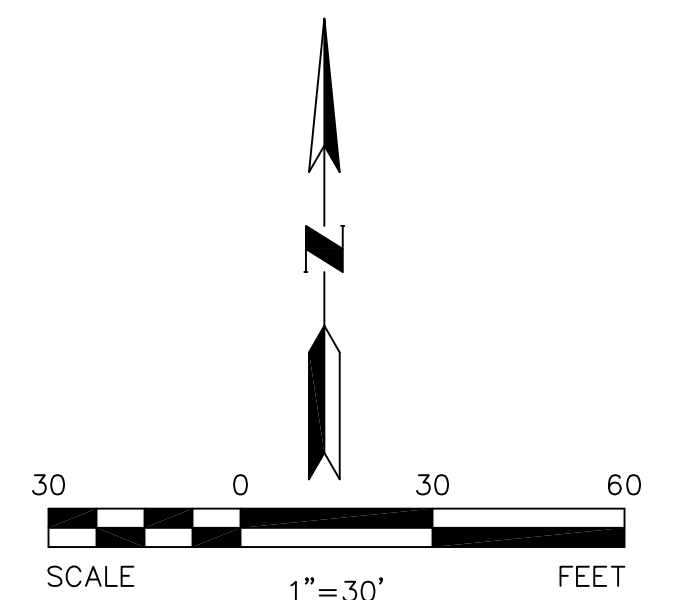


Engineering • Planning • Surveying
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Offices located in: Tucson, Phoenix,
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1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

FINAL PLAT "QUIKTRIP #494"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

***A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.***



■ BRASS CAP IN HANDHOLE
 ® BRASS CAP FLUSH
 ○ FOUND MONUMENT
 ● SET 1/2" REBAR W/ CAP LS 38864
 UNLESS OTHERWISE NOTES

DKT DOCKET
 R/W RIGHT OF WAY
 M.C.R. MARICOPA COUNTY RECORDER
 APN ASSESSOR'S PARCEL NUMBER
 DOC. DOCUMENT

--- -- -- RIGHT OF WAY LINE
 --- -- -- SECTION LINE
 --- -- -- CENTERLINE
 --- -- -- EASEMENT LINE
 --- -- -- BOUNDARY





S U R P R I S E
ARIZONA

FS16-278

Qwik Trip # 494

Final Plat

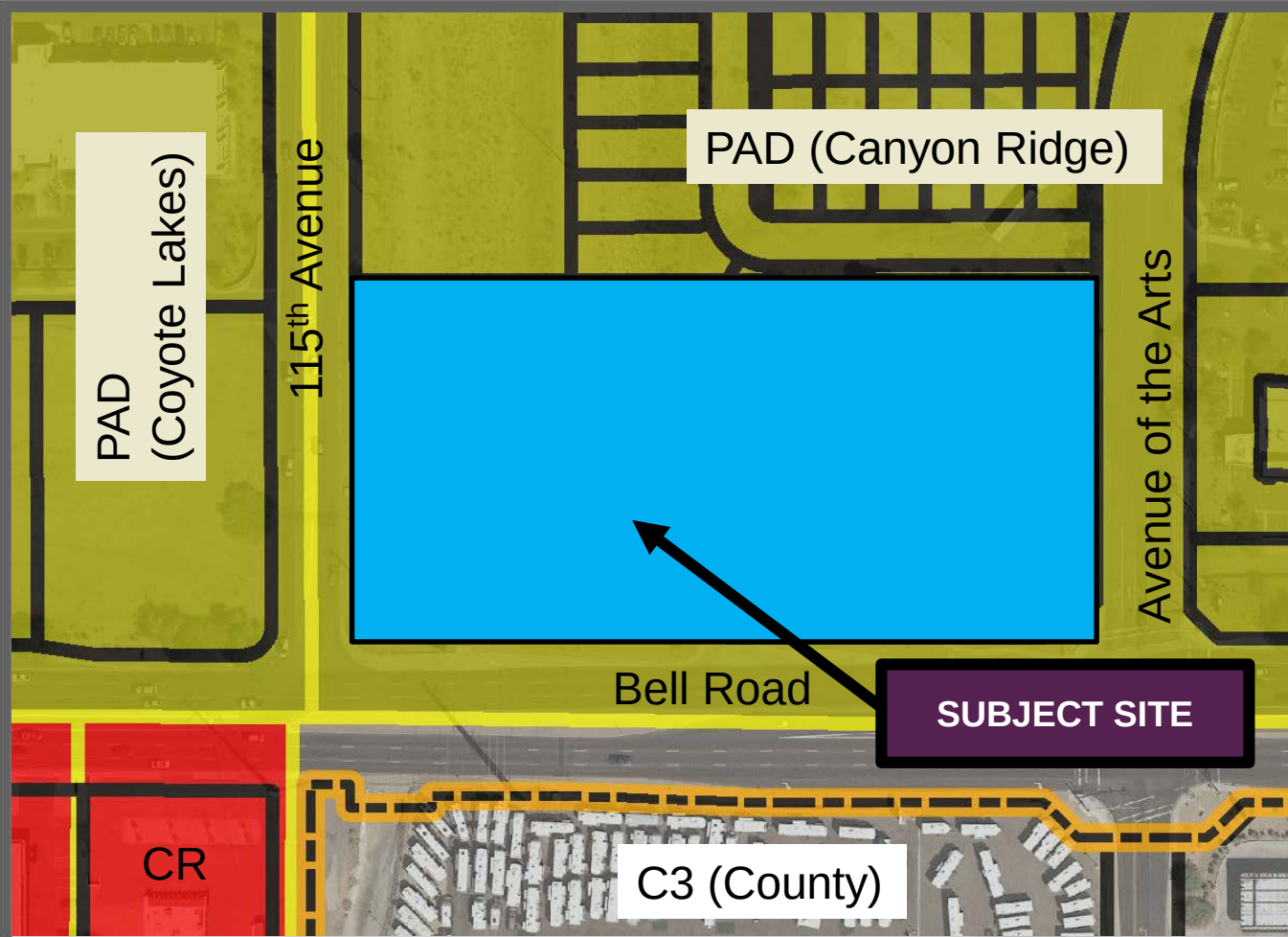
City Council

December 20, 2016

Vicinity Map

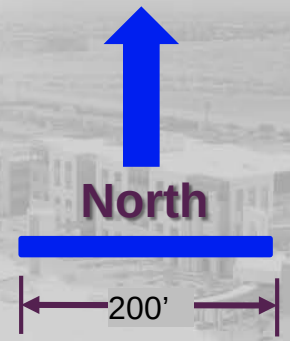


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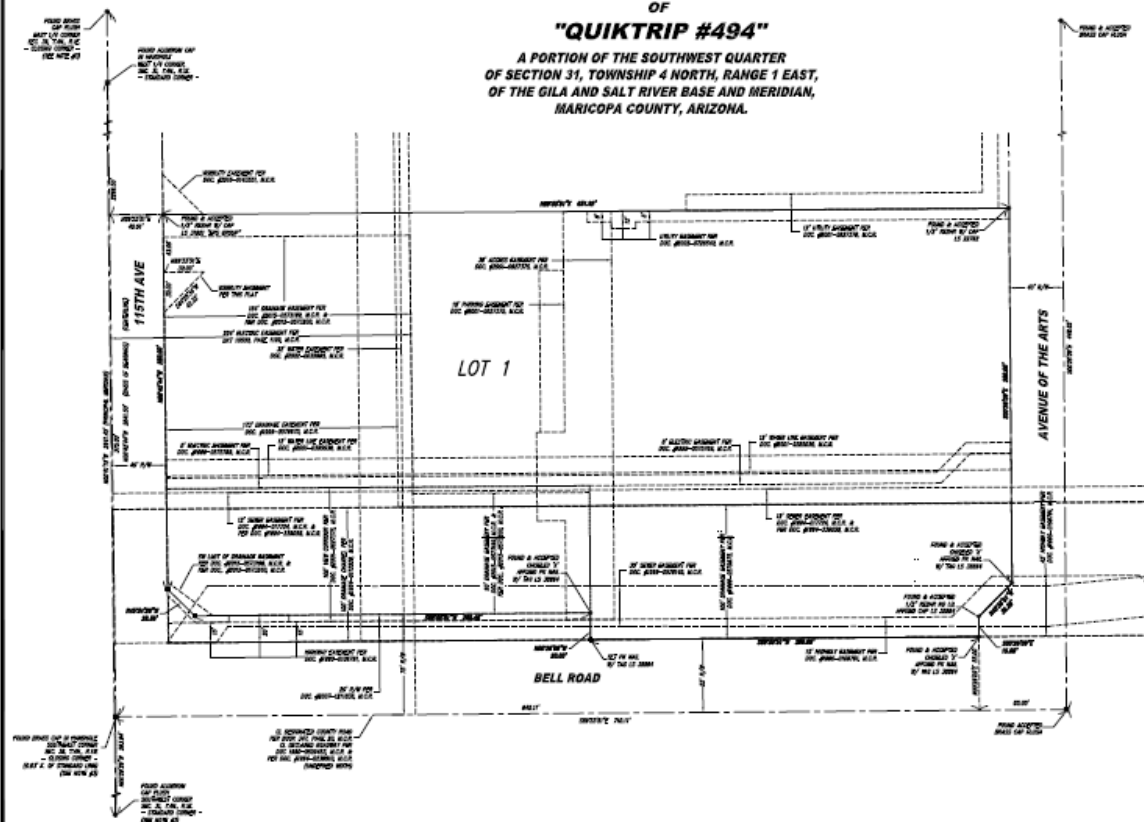


FS16-278
Quik Trip # 494
Final Plat

Case Map



**A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA.**



LEGEND

- [illegible]



The WLB Group, WLB

FINAL PLAT "QUIKTRIP #494"

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

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			70th.			

FS16-278
Quik Trip # 494
Final Plat

Final Plat



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 20, 2016	Contact Person:	Seth Dyson, Human Service & Community Vitality
Submitting Department:	Human Service & Community Vitality	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to an amendment to the fiscal year 2017 budget by reallocating appropriations of \$10,000 from the Grants Fund to the Donations Fund for the Human Service & Community Vitality Department (HSCV), Neighborhood Services Division; Resolution # 2016-156.

Motion:

I move to approve Resolution # 2016-156.

Background:

The FY2017 budget did not include budget authority for the receipt and expenditure of third party donations to the Neighborhood Services Division. HSCV is actively seeking donations for the Martin Luther King, Jr. Day of Service Event. As the size and popularity of this event continues to grow, HSCV has found a need to add these line items.

Objective Analysis:

This action will allow HSCV to collect and utilize donations from third parties.

Policy Compliant:

This action follows City policy and general grant practices.

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Resolution 2016-156](#)

RESOLUTION # 2016-156

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AMENDING THE FISCAL YEAR 2017 BUDGET BY REALLOCATING APPROPRIATIONS OF \$10,000 FROM THE GRANTS FUND TO THE DONATIONS FUND FOR THE ACCEPTANCE OF DONATIONS TO THE HUMAN SERVICE AND COMMUNITY VITALITY DEPARTMENT NEIGHBORHOOD SERVICES DIVISION.

WHEREAS, the FY2017 adopted budget does not include appropriation for the receipt of donations to the Human Service and Community Vitality Department (HSCV) Neighborhood Services Division;

WHEREAS, third party donations for the Dr. Martin Luther King, Jr. Celebration and Day of Service Event are anticipated for FY2017;

WHEREAS, budget authority for the receipt and expenditure of donations is required;

WHEREAS, the FY2017 budget was adopted by Council Resolution #2016-81 on June 21, 2016;

WHEREAS, this action will necessitate a budget amendment; and

WHEREAS, the City of Surprise Administrative Policies requires the approval of the Mayor and Council for budget amendments of this nature.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. That the statements and schedules attached as *Exhibit A* and incorporated by reference are adopted, amending the budget of the City of Surprise, Arizona for the fiscal year July 1, 2016 through June 30, 2017.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

RESOLUTION # 2016-156
Exhibit A

The FY2017 Annual Budget is amended by reallocating appropriations among lawfully available appropriations to ensure the continued operations of the City of Surprise in the payment of necessary expenditures. These allocations do not represent an actual transfer of funds, but only a transfer of spending authority. Additionally, these reallocations do not increase or decrease the total budget.

Fund, Department, Object	Current Appropriation	Increase (Decrease)	Amended Appropriation
Donations Fund, HSCV, Special Event Hosting	\$0	\$5,000	\$5,000
Donations Fund, HSCV, Other Rentals and Leases	0	5,000	5,000
Grants Fund, General Operations, Contingency	22,412,300	(10,000)	22,402,300
	<u>\$22,412,300</u>	<u>\$0</u>	<u>\$22,412,300</u>
Donations Fund, HSCV, Donation Revenue	\$0	\$10,000	\$10,000
Grants Fund, General Operations, Other Grant Revenue	13,158,700	(10,000)	13,148,700
	<u>\$13,158,700</u>	<u>\$0</u>	<u>\$13,158,700</u>

The fund changes are as follows:

- The amendment transfers contingency and other grant revenue in the amount of \$10,000 from the Grants Fund to the Donations Fund for special event hosting and other rentals and leases without exceeding the approved total annual budget for FY2017.



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 20, 2016	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:		District:	Citywide
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action on the minutes of December 6, 2016 Regular Work Session and Regular City Council Meeting.

Motion:

I move to approve the meeting minutes.

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

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☐ [Minutes](#)

CITY OF SURPRISE
Regular City Council Meeting Minutes
16000 North Civic Center Plaza
Surprise, AZ 85374

Tuesday, December 6, 2016 @ 06:00 PM

Call to Order

Roll Call

Mayor Wolcott called the **Regular City Council Meeting** to order at 06:00 p.m. at Surprise City Hall Council Chamber, 16000 North Civic Center Plaza Surprise, Arizona 85374, on **Tuesday, December 6, 2016**. Also in attendance with Mayor Wolcott were Council Member Winters, Council Member Hayden, Council Member Hall, Council Member Tande, and Council Member Villanueva (Excused).

Staff Present: City Manager, Bob Wingenroth, City Clerk, Sherry Ann Aguilar, and City Attorney, Robert Wingo.

Pledge of Allegiance

The Pledge of Allegiance was led by Paradise Education Center Students

Proclamation and Community Acknowledgements

City Manager Report

Item 1 - Paradise Education Center Student Council led the pledge of allegiance and gave a summary during the City Manager report.

Item 2 - Economic Development Report - Jeanine Jerkovic, ED Director, reminder and invite for a fun event - Thursday night at the AZTechcelerator, prizes, wonderful companies. Scarf Month, and it's a time where we have fun and bond with each other. Scarves will be donated at the AZTechelerator CAP Office.

Item 3 - Surprise took on the billing for enterprise services and very proud of our team. Lindsey Duncan and Terry Lowe gave an update.

Council Member Winters - Received many calls from frustrated residents about the new billing system.

Regular City Council Meeting Minutes – December 6, 2016 – Page 2

Council Member Hall - Is there any way to suppress the late fee since there were so many problem with American Water?

Ms. Duncan - That was taken care of this morning, already done.

City Attorney Report

City Clerk Report

Call to the Public

Consent Agenda

1 – Consideration and action pertaining to approval of an Intergovernmental Agreement with Maricopa County for acceptance of HOME grant funding in the amount of \$136,692 as part of the Maricopa County Housing Consortium; Resolution # 2016-129 - APPROVED

2 – Consideration and action pertaining to approval of the re-plat of the final plat entitled "Marketplace at the City", dated November 2, 2016, a property generally located at the southwestern corner of North Litchfield Road and West Statler Boulevard - APPROVED

3 – Consideration and action on FY2017 budget amendment in the amount of \$129,200 by reallocating appropriations from contingency within the Grants Fund to the General Capital fund to provide additional funding for two (2) projects for the Cactus Road Medians and the 107th Avenue and Union Hills projects; Resolution # 2016-147 - APPROVED

4 – Consideration and action pertaining to approval of street maintenance of the north half of Cactus Road, from N. Bullard Avenue to N. 143rd Avenue. This roadway was constructed as a part of Marley Park Phase 3, generally located on the northeast corner of Cactus Road and Bullard Avenue; Resolution # 2016-134 - APPROVED

5 – Consideration and action pertaining to a Fiscal Year 2017 budget amendment in the amount of \$843,253 for receipt of grant funding from the Department of Defense (DoD) Office of Economic Adjustment to help prevent the siting of energy projects from adversely affecting DoD's test, training, and military operations; Resolution #2016-150 - APPROVED

6 – Consideration and action on the Final Plat to a 4.978 acre lot into four (4) new lots on a property generally ¼ mile south of Pinnacle Peak Road and east of 223rd Avenue - APPROVED

7 – Consideration and action pertaining to a Fiscal Year 2017 budget amendment in the amount of \$86,000 reallocating appropriations within the Sewer Utility Capital Fund from the SPA1 Recharge Expansion project to the Sluice Gate Repairs project for repairs within the Peoria Ave & Litchfield Rd Junction Structure of the Sluice gate; Resolution # 2016-148 - APPROVED

8 – Consideration and action to approve a request by applicant, Nicholas Guttilla on behalf of Winco #127, for a Sampling License to accompany an already existing liquor license (Series 09 - 09070343) located at 16925 W. Bell Road, Surprise, AZ. 85388 - APPROVED

9 – Consideration and action to approve a request by applicant, NGA Pham for a Series 12 (1207A817) - New License, LLC for PT Noodles located at 13749 N. Litchfield Road, G109, Surprise, AZ. 85374 - APPROVED

10 – Consideration and action on the minutes of November 15, 2016 Regular City Council Meeting and the Special City Council Meeting of November 23, 2016 - APPROVED

11 – Consideration and action to approve the 2017 Council Meeting Calendar - APPROVED

Council Member Winters made the motion to approve the consent agenda. Council Member Tande seconded the motion. Six yes votes, one excused (Villanueva). Motion carried.

Regular Agenda Item - Public Hearing

12 – Consideration and action pertaining to rezoning approximately 8.1 acres of property located on the west side of Litchfield Road ½ mile north of Peoria Avenue from Rural Residential (RR) to Business Park (BP); Ordinance # 2016-33 - APPROVED

City Planner, Hobart Wingard, CD gave overview of this item.

No public comments made.

Regular City Council Meeting Minutes – December 6, 2016 – Page 4

Council Member Tande made the motion to approve Ordinance 2016-33. Council Member Winters seconded the motion. Six yes votes, one excused (Villanueva). Motion carried.

Regular Agenda Item - Non-Public Hearing

13 – Consideration and action pertaining to approval of inter-fund cash transfers and loans for FY2016; Resolution # 2016-121 - APPROVED

Finance Director, Lindsey Duncan reported on this item.

Council Member Tande - These are all transactions to close out FY2016, correct? Not ongoing correct? Are these being rolled into our new financial system?

Council Member Winters made the motion to approve Resolution 2016-121. Council Member Williams seconded the motion. Six yes votes, one excused (Villanueva). Motion carried.

14 – Consideration and action pertaining to the approval of two new fees; the residential assisted living fire inspection fee in the amount of \$150 and the treat and refer transport fee in the amount of \$203.80; Resolution #2016-92 - APPROVED.

Assistant Chief Espie reported on this item.

Council Member Tande - Clarification for the \$150.00 fee, is that per facility or company?

Mr. Espie - yes it is per facility.

Council Member Tande - This other fee, is that just going to be charged to ACCHHS only?

Council Member Williams - Thank you for bringing this forward and thinking outside of the box on savings. What are the various calls of service?

Council Member Winters - What happened in previous years, do we eat these fees? October 1st was the first day for any agency to charge this fee. the other residential fire inspection fee we had been doing for years and had not charged.

Council Member Hall - Questioned what if a business has been inspected then several years later, inspected then doesn't pass, then what happens?

Regular City Council Meeting Minutes – December 6, 2016 – Page 5

Council Member Hayden - Who has jurisdiction over the amount of patients?

Mr. Espie - 10 is the cut-off number for the small facilities.

Council Member Tande made the motion to approve Resolution 2016-92. Council Member Williams seconded the motion. Five yes votes, one excused (Villanueva). Motion carried.

15 – Consideration and action pertaining to adoption of the City's 2016 State Legislative Agenda - APPROVED

Deputy City Manager, Nicole Lance gave a powerpoint presentation on the 2016 Legislative Agenda.

Mayor Wolcott - Thank you for doing such a great job, you have done a marvelous job helping bring partners to us. This lady is everywhere.

Council Member Hall - I have a question about championing EDRA?

Ms. Lance - We have not as of yet. The league has had 3 separate meetings for potential sponsors.

Council Member Tande - Reach outs to the Governor's Office in past, will we do that again this year?

Ms. Lance - Education has been there main focus this year, so everything else is a wait and see.

Council Member Williams made the motion to approve the 2016 State Legislative Agenda. Council Member Tande seconded the motion. Six yes votes, one excused (Villanueva). Motion carried.

Other Business

Mayor Wolcott - Re-engage the Bond Committee for overview of November 2016 Bond Election.

Council Member Williams - requested status report of where the 911 calls for service are coming from throughout the city.

Mayor/Council Reports

Regular City Council Meeting Minutes – December 6, 2016 – Page 6

Mayor and Council attended and/or reported on the following:

Council Member Winters - bill issue was resolved; Grand/Bell; 11/16 - State 48 event; monthly meeting this Friday at AZ Traditions.

Council Member Hayden - bring back bond conversation

Council Member Williams - Mr. Cassidy at Youth Council Members; National League of Cities Conference.

Council Member Tande - commended staff for the Surprise Party and his district for the voter turnout in his district.

Council Member Hall - commended staff on Bell/Grand event; AZtechcelerator; commended Police Department for high level certification.

Mayor Wolcott - we are proud of all of our staff and honored to serve the residents; White Tank Mountains

Council Member Hall made the motion to adjourn the Regular City Council Meeting and convene into executive session at 7:33 PM. Council Member Williams seconded the motion. Six yes votes, one excused (Villanueva). Motion carried.

Executive Session

Consideration and action to enter into Executive Session to discuss and consider the Annual Performance Evaluations and 2016 position objectives for the City Manager and City Clerk pursuant to A.R.S. 38-431.03 (A)(1).

Adjournment

Council Member Hall made the motion to adjourn the Regular City Council Meeting of December 6, 2016 at 9:02 PM. Council Member Williams seconded the motion. Six yes votes, one excused (Villanueva). Motion carried.

Sharon R. Wolcott, Mayor

Regular City Council Meeting Minutes – December 6, 2016 – Page 7

ATTEST:

Sherry Ann Aguilar, City Clerk

CERTIFICATION:

I, Sherry Ann Aguilar, City Clerk for the City of Surprise, Maricopa County, Arizona, do hereby verify that these are the true and correct minutes of the Regular City Council Meeting of **Tuesday, December 6, 2016.**

Sherry Ann Aguilar, City Clerk



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	December 20, 2016	Contact Person:	Sherry Ann Aguilar, City Clerk
Submitting Department:	City Clerk	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the prescribed standards for Financial Disclosure for local elected officials; Resolution # 2016-155.

Motion:

I move to approve Resolution # 2016-155.

Background:

Arizona Revised Statutes, 38-545 requires that all cities or towns shall by ordinance, resolution or regulation adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3, Conduct of Office. Due to recent amendments to this Chapter, it is necessary to update the City of Surprise standards to ensure continued compliance with the law. This request will bring the City's Financial Disclosure Laws up to date and in compliance with recent changes to financial disclosure laws for all local elected officials.

Objective Analysis:

The adoption of this resolution will provide direction to local officials pertaining to their reporting obligations under state law and ensure compliance with same.

Policy Compliant:

Council has mandated continued examination of policies and updates as necessary. This adoption is in accord with this direction.

Financial Impact:

This Resolution pertains only to the reporting requirements of local elected officials and therefore does not have a fiscal impact on the City.

Budget Impact:

N/A.

FTE Impact:

N/A.

ATTACHMENTS:

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☐ [Resolution # 2016-155 Financial Disclosure Policy](#)

RESOLUTION # 2016-155

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS.

WHEREAS, pursuant to the provisions of A.R.S. § 38-545, as amended, the City of Surprise is required to adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes, as amended; and;

WHEREAS, the City Council has determined that the standards of financial disclosure hereinafter adopted are, with respect to the City of Surprise, consistent with such standards of financial disclosure within the meaning of A.R.S § 38-545.; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. DEFINITIONS. In this resolution, unless the context otherwise requires:

1. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.
2. "Compensation" means anything of value of advantage, present or prospective, including the forgiveness of debt.
3. "Controlled business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.
4. "Dependent business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a ten percent interest, and during the preceding calendar year the business received from a single source more than ten thousand dollars and more than fifty percent of its gross income.
5. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. **"GIFT"** does not include travel-related expenses that are publicly reported as required by law or political campaign contributions that are publicly reported pursuant to Title 16, Chapter 6.
6. "Local public officer" means a person holding an elective office of the City of Surprise.

7. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.
8. "Travel-related expenses" means any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to, or from, a meeting, conference or other event where the local public officer is participating in the local public officer's official capacity.

Section 2. Duty to file financial disclosure statement; contents; exceptions.

- A. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the City Clerk on a form prescribed by the City Clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:
 1. The name and home or work address of the local public officer, whether the local public officer's spouse is a member of the local public officer's household, the number of minor children who are members of the local public officer's household and all names and addresses under which each does business. If disclosure of the identity of the local public officer's spouse or minor children otherwise be required, a local public officer may comply with the identification requirement by using the term "spouse" or "minor child," as applicable.
 2. The name and address of each employer and of each other source of compensation other than gifts amounting to more than one thousand dollars received during the preceding calendar year by the local public officer and members of his household in their own names, or by any other person for the use or benefit of the local public officer or members of his household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his household derived compensation.
 3. For a controlled business, a description of the goods or services provided by the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than ten thousand dollars and is more than twenty-five percent of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in Section 1, paragraph 4. If

the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business activities engaged in by the source of compensation.

4. The names and addresses of all businesses and trusts in which the local public officer or members of his household, or any other person for the use or benefit of the local public officer or members of his household, had an ownership or beneficial interest of over one thousand dollars at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which the local public officer or any member of his household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship.
5. All real property interests and real property improvements, including specific location and approximate size, located in the City of Surprise, in which the local public officer, any member of his household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.
6. The names and addresses of all creditors to whom the local public officer or members of his household, in their own names or in the name of any other person, owed a debt of more than one thousand dollars or to whom a controlled business or dependent business owed a debt of more than ten thousand dollars which was also more than thirty percent of the total business indebtedness at any time during the preceding calendar year, listing each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the local public officer or any member of his household resulting from the ordinary conduct of a business other than a controlled or dependent business. Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph 5 of this subsection, debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address or a person to whom payments are made is disclosed. If the local public officer, and any

member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding calendar year, the report shall disclose that the transaction was made and the date it occurred.

7. The identification and amount of each debt exceeding one thousand dollars owed at any time during the preceding calendar year to the local public officer and member of his household in their own names, or to any other person for the use or benefit of the local public officer or any member of his household. The disclosure shall include the identification and amount of each debt exceeding ten thousand dollars to a controlled business or dependent business which was also more than thirty percent of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding year, the report shall disclose that the transaction was made and the date it occurred.
8. The name of each source of any gift, or accumulated gifts from a single source, of more than five hundred dollars received by the local public officer and members of his household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of his household except gifts received by will or by virtue of intestate succession, or received by way of distribution from any inter vivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. Travel-related expenses and political campaign contributions shall not be construed as gifts if otherwise publicly reported as required by law.
9. A list of all business licenses issued, by the City of Surprise, or by any other governmental agency which requires for its issuance the consideration of the application for such license by the city/town council of the City of Surprise, to, held by or in which the local public officer or any member of his household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location.
10. A list of all bonds, together with their value, issued by the City of Surprise, any industrial development authority of the City or any nonprofit corporation organized or authorized by the City held at any time during the preceding calendar year by the local public officer or any member of his household, which bonds issued by a single entity had a value in excess of one thousand dollars. If the local public officer or any member of his household

acquired or divested any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.

11. The name of each meeting, conference or other event where the local public officer is participating in the public officer's official capacity if travel-related expenses of one thousand dollars or more were incurred on behalf of the local public officer and the travel-related expenses are not paid by the local public officer.
- B. If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interest falls within:
1. Category 1, one thousand dollars to twenty-five thousand dollars.
 2. Category 2, more than twenty-five thousand dollars to one hundred thousand dollars.
 3. Category 3, more than one hundred thousand dollars.
- C. This section does not require the disclosure of any information that is privileged by law.
- D. The statement required to be filed pursuant to subsection A shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within sixty days following his taking of such office, file a financial disclosure statement covering as his annual period the twelve month period ending with the last full month prior to the date of his taking office, and a local public officer whose final term expires less than thirty-one days into the immediately following calendar year may file the local public officer's final financial disclosure at the same time as the disclosure for the last immediately preceding year.
- E. The City Clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by this section. A copy of the guidelines, forms and samples shall be distributed to each local public officer and shall be made available to each candidate required to file a financial disclosure statement pursuant to Section 3 of this resolution.
- F. Any statements that are required to be filed by a local public officer pursuant to this ordinance/resolution adopted pursuant to A.R.S. § 38-545 may be filed in an electronic format as prescribed by the secretary of state.

Section 3. Duty to file financial disclosure statement by candidate for local public office. A candidate for local public office as specified in Section 1, paragraph 6, shall file a financial disclosure statement covering the preceding twelve month period and containing the information described in Section 2 on a form prescribed by the City Clerk at the time of filing nomination papers.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 20, 2016	Contact Person:	Nicole Lance, Deputy City Manager
Submitting Department:	City Mgr	District:	Internal
Staff Recommendations:	None		

Consent	x	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action authorizing the Mayor to execute an Intergovernmental Agreement with Dysart Unified School District for the operation of schools as community centers; Resolution # 2016-158.

Motion:

I move to approve Resolution # 2016-158.

Background:

In July 2012, the City of Surprise and Dysart Unified School District began operating under the terms of the existing intergovernmental agreement (IGA) that currently covers joint use of both school district and city facilities as well as the joint planning and development of future facilities. The agreement provides mechanisms for the City and the District to manage and jointly share facility usage and appropriately allocate costs associated with operating those facilities. The agreement also covers construction, planning, and fee management.

At the time of its adoption, the IGA had a 5 year term with the current agreement scheduled to expire this coming June 2017. The current IGA has resulted in successful joint use and joint planning to best leverage existing resources and plan for future resources to meet the needs of the community. The consideration for adoption of an additional five year term is being advanced for Council consideration and possible action to ensure smooth ongoing operations as we approach the expiration of the existing agreement.

The IGA as proposed has changed only slightly from the originally adopted version:

- 1) The terms have been changed to run from July 2017-June 2022.
 - 2) Section 6.2 changed slightly to modify the title from "Expedited Plan Review and Inspection" to "Priority Site Planning, Plan Review and Inspection". References to "expedited" reviews were removed to reflect the current Community Development processes, and site planning was included.
 - 3) Minor legal adjustments for conformance to current IGA templates that did not substantially affect the operational applications of the agreement were also made.
-

Objective Analysis:

Review of the operational usage of this joint use agreement over the last 4.5 years since its adoption shows that there is significant mutual benefit of continuing the IGA as it is currently operating.

Policy Compliant:

Consideration of adoption of this intergovernmental agreement has been brought forth in compliance with existing practices relative to the vetting of existing agreements and considerations for extension. The act of establishing formal agreements for partnering with outside agencies to best leverage community resources is consistent with current and past City and Council policy.

Financial Impact:

Based on current usage, financial impact is expected to remain consistent with previous years' operating expenditures.

Budget Impact:

The FY2017 adopted budget includes funding associated with this IGA. Assuming current utilization remains the same for upcoming fiscal years, budget impact is expected to remain consistent.

FTE Impact:

There is no anticipated FTE impact associated with adoption of this intergovernmental agreement.

ATTACHMENTS:

Click to download

- ☐ [Dyart IGA](#)
 - ☐ [Resolution 2016-158](#)
-

**INTERGOVERNMENTAL AGREEMENT
FOR THE OPERATION OF SCHOOLS AS COMMUNITY CENTERS
CITY OF SURPRISE AND DYSART UNIFIED SCHOOL DISTRICT NO. 89**

This agreement ("Agreement") is made and entered into between Dysart Unified School District No. 89 of Maricopa County, Arizona ("District" or "the District") and the City of Surprise, Arizona ("City" or "the City").

RECITALS

- A. Arizona law encourages cities and school districts to cooperate in using facilities to better and more efficiently serve the public.
- B. City and District both recognize that schools operated by the District in the City, to the extent possible, can serve as community centers after school hours, on weekends, during holidays and during the summer.
- C. City and District both recognize the value to provide for the joint planning and development of future facilities, and scheduling and implementation of programs to be conducted at school facilities.
- D. The City and District wish to cooperate to ensure that schools serve as community centers when they are not being used for school purposes and should be shared to the extent feasible.

Now, therefore, pursuant to A.R.S. §§ 9-500.05, 11-952, 15-363, 15-364, 15-1511 and other statutes, the City and District agree as follows:

AGREEMENT

Section 1. Definitions

1.1 "City Activities" – all programs and events put on by the City utilizing city staff and/or volunteers.

1.2 "City Facilities" means all City-owned facilities, including any facilities that are constructed after this Agreement becomes effective.

1.3 "City Uses" means City activities and includes scheduled maintenance of facilities and City sponsored activities. "City Uses" shall include activities organized by non-profit entities under a cooperative agreement with the City.

1.4 "District Activities" - all programs and events put on by the District utilizing district staff and/or volunteers.

1.5 "District Facilities" means all facilities owned or operated by the District within the City of Surprise, including any facilities constructed after this Agreement becomes effective.

1.6 "District Uses" means District activities and includes scheduled maintenance of facilities and District sponsored activities. "District Uses" shall include activities organized by non-profit entities under a cooperative agreement with the District.

1.7 "Non-Instruction Periods" means those calendar days when school is not scheduled to be held, including Saturdays, Sundays, and District-designated holidays or vacation days.

1.8 "Non-School Hours" means those hours of each calendar day during Instruction Periods, beginning no later than forty-five (45) minutes after classes are dismissed.

1.9 "Out-of-Pocket Costs" means those direct costs incurred by City or District over and above normal operating costs.

Section 2. Term and Termination of Agreement

2.1 Term. The initial term of this Agreement will be for one year, effective July 1, 2017, this Agreement will automatically renew for subsequent terms of one year for up to five years (terminating June 30, 2022) unless the Agreement is terminated pursuant to sections 2.2, 11.6 or 11.9 of this Agreement.

2.2. Termination. Either party may terminate this Agreement at the end of its initial term or at the end of each subsequent term by providing the other party with ninety (90) days' written notice of the intention to so terminate; provided, however, that the termination of the Agreement shall not be effective until any events or programming that have already been scheduled by District or City at the other's facilities with the other's consent have been completed.

2.3 Prior Agreements. City and District have previously entered into agreements regarding the use of the facilities at the West Point, Countryside, Western Peaks and Marley Park schools. Those agreements shall remain in effect according to their terms; however, the parties hereby amend each of those agreements so that the parties shall comply with Sections 3, 4 and 5 of this Agreement at each of those locations.

Section 3. Joint Scheduling, Reporting and Oversight

3.1 Meetings and Scheduling. As needed, designated representatives of District and City shall meet to plan and review the scheduling at District and City Facilities during Non-Instruction Periods and Non-School Hours.

3.2 Documentation of Costs. The District and City will maintain and share records of costs associated with all uses of each other's facilities.

3.3 Annual Determination of Costs, Benefits and Contributions. On an annual basis, the District and the City will calculate and review the costs and benefits of this Agreement, taking into account hours of facility utilization, costs (including Out of Pocket Costs), fees and charges, capital investments and any other contributions made to the other party, waived or costs imposed on the other party. Any imbalance in the contributions made by each party pursuant to this Agreement shall be rectified through adjusting future contributions and benefits without exchanging cash, except for payment of Out of Pocket Costs as specified in this Agreement.

3.4 Audit. The City and District shall have the right, at their sole cost and expense, to audit costs associated with facility use and documentation of such costs by notifying the other party (Audited Party) of its intent to audit within thirty (30) days of receipt of the annual determination of costs, benefits and contributions. Any such audit shall be conducted by an accounting firm of the requesting party's choosing, and such accounting firm shall have reasonable access to the Audited Party's books and records and work papers, and shall have the right to meet with personnel of the Audited Party. To the extent that any such audit reveals an error in the calculation of reported costs from the use of facilities in an amount greater than five

percent (5%), the requesting party will be promptly and without set-off reimbursed its reasonable costs and expenses of such audit by Audited Party. Any disputes regarding costs associated with facility use or the audit, if not resolved by the parties within thirty (30) days, will be submitted to an independent, third party auditor to be mutually agreed by the parties, acting reasonably and in good faith. Any agreed upon or agreed auditor mandated adjustment costs associated with facility use shall be promptly paid.

Section 4. Use of District Facilities by City

4.1 City Use. The City may request uses of District facilities for City Use during Non-School Hours or Non-Instruction Periods when the District is not using District Facilities for District Uses. After scheduling for District Uses, the District will give the City first priority for use of District Facilities. District may, in its discretion, decline to allow City Use of some District Facilities. However, District will make every reasonable effort to accommodate City requests for facilities. Documentation will be provided upon request to explain denied requests. If the District agrees to City Uses of District Facilities, such uses shall be governed by the terms of this Agreement.

4.2 Fees for Use. The District waives any and all fees for the City Uses of District Facilities. However, the City will pay District the Out of Pocket Costs resulting from City Uses of District Facilities. Payment of Out of Pocket Costs owed by the City will be made in a timely manner and no later than sixty (60) days following the receipt of invoice.

4.2.1 All invoices for use of facilities shall itemize all Out-of-Pocket Costs associated with the City Uses of District Facilities. The invoice will clearly state the amount and type of fees waived pursuant to this Agreement.

4.2.2 Out of Pocket Costs shall be established by the District-approved fee schedule (at the time of the facility use), as may be amended from time to time.

4.3 Requests for Services and Equipment. Specific requests by the City for services or equipment may be provided, at direct charge, to the City. By way of example, if the City requests custodial services at a District Facility at a time when a custodian is not normally scheduled in the building, the City will be assessed a direct charge for service hours provided.

4.4 Conflicts in Scheduled Use. In the event that a District Use takes precedence over a scheduled City Use, District will provide notice no later than forty-eight (48) hours in advance and use its best efforts to find an alternative location to host the City Use. The District and City agree that conflicts regarding the City Use of District Facilities will be resolved promptly, in good faith and in accordance with this Agreement by the District's designated representative.

4.5 Compliance with Rules. The City's employees and invitees must comply with the applicable rules adopted by the District for the use of a District Facility and any conditions imposed by the District on such City Use.

4.6 Cancellations. If City reserves District facilities for anticipated City Activities or City-Sponsored Activities that are subsequently cancelled, City shall give District notice of the cancellation at least thirty (30) days before the activity was scheduled to commence. If at least thirty (30) days' notice of a cancellation is not provided, City shall be assessed the District's rental rate for the facilities that were reserved for the period of time for which the facilities were reserved.

Section 5. Use of City Facilities by District

5.1 District Use. The District may request use of City Facilities for District Use when the City is not using City Facilities for City Uses. After scheduling for City uses, the City will give the District first priority for use of City Facilities. The City may, in its discretion, decline to allow District use of some City Facilities. However, City will make every reasonable effort to accommodate District requests for facilities. Documentation will be provided to the District upon request to explain denied facility requests. If the City agrees to District Uses of City Facilities, such uses shall be governed by the terms of this Agreement.

5.2. Fees for Use. The District agrees to pay City for the Out of Pocket Costs resulting from District Use of City Facilities. Payment of Out of Pocket Costs owed by the District will be made in a timely manner and no later than sixty (60) days following the receipt of an invoice. The City waives any and all other fees for District Uses of City Facilities.

5.2.1 All invoices for use of facilities shall itemize all Out-of-Pocket Costs associated with the District Uses of the City Facilities. The Invoice will clearly state the amount and type of fees waived pursuant to this Agreement.

5.2.2 Out of Pocket Costs shall be established by the City-approved fee schedule (at the time of the facility use), as may be amended from time to time.

5.3 Requests for Services and Equipment. Specific requests by District for services or equipment may be provided, at direct charge, to the District. For example, if the District should request custodial services at a City Facility at a time when a custodian is not normally scheduled in the building, the District would be assessed a direct charge for service hours provided.

5.4 Conflicts in Scheduled Use. In the event that a City Use takes precedence over a scheduled District Use, City will provide notice no later than forty-eight (48) hours in advance and use its best efforts to find an alternative location to host the District Use. The District and City agree that conflicts regarding District Use of City Facilities will be resolved promptly, in good faith and in accordance with this Agreement by the City's designated representative.

5.5 Compliance with Rules. The District's employees and invitees must comply with the applicable rules adopted by the City for the use of a City Facility and any conditions imposed by the City on such District Use.

5.6 Cancellations. If District reserves City facilities for anticipated District Activities or District-Sponsored Activities that are subsequently cancelled, District shall give City notice of the cancellation at least thirty (30) days before the activity was scheduled to commence. If at least thirty (30) days' notice of a cancellation is not provided, District shall be assessed the City's rental rate for the facilities that were reserved for the period of time for which the facilities were reserved.

Section 6. Construction of Facilities

6.1 Construction of Facilities. District and City shall consult with each other regarding plans or proposals to construct new facilities that may be suitable for joint uses. Consideration shall be given during planning of such facilities to whether changes in design of a City or District facility might facilitate joint use. Consideration shall also be given to whether economies for the community might be achieved by constructing facilities in a manner that is conducive to joint use.

6.2 Expedited Plan Review and Inspection. City will perform, in an expedited manner, the customary plan review and inspections in connection with District schools to be constructed

in the City of Surprise while this Agreement is in effect. City and District acknowledge that it is imperative that District receive priority treatment with regard to plan review and inspections to the extent necessary to avoid delays in construction and City agrees to provide such priority treatment.

6.3 Fees. City agrees to waive any and all fees that it might otherwise be entitled to charge to District in connection with the construction of District Facilities while this Agreement is in effect, with the exception of Development Impact Fees. All fees waived will be accounted for and reported to respective parties.

Section 7. Repair of Property Damage

7.1 Property Damage. The District will be responsible for the costs to repair any property damage caused by the District Use of City Facilities, and the City will be responsible for the costs to repair any property damage caused by the City Use of District Facilities.

7.2 Reporting Damage. The facility owner will notify the user of damage or loss promptly upon discovery of damage. The notification will identify the facility, the use that caused the damage, and the date of damage and will describe the damage and estimate the cost of repairs.

7.3 Repair of Facilities. Except as otherwise mutually agreed, repair of facilities will be the responsibility of the facility owner.

7.4. Reimbursement. The facility owner will invoice the facility user upon completion and payment of the cost of repairs. The invoice will itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted, a copy of the contractor's itemized statement will be attached. Actual costs will be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.

7.5 Disagreements.

7.5.1 The facility user will retain the right to disagree with any and all items of damage to facilities, equipment or missing property, provided that this challenge is made within ten (10) working days after first notification. Where notice of disagreement is provided in a timely manner, the facility user may decline to pay a request for reimbursement until the matter is settled.

7.5.2 Disagreements must be made in writing to the facility owner and will clearly identify the reasons for refusing responsibility for damages to the facility or equipment. Failure to do so within the prescribed time period will be considered as acceptance of responsibility by the facility user.

7.5.3 Settlement of disagreements, after proper notification, will be made by an on-site investigation involving both the District and City representatives. If damage occurs as a result of shared use of a facility over time or during an undetermined time period, both the City and District will share equally in the cost(s) to repair the damage if the City and District mutually agree that the repair is necessary.

Section 8. Insurance and Indemnification

8.1 Indemnification. Each party (the "Indemnifying Party") shall, to the extent permitted by law, defend, indemnify and hold harmless, jointly and severally, the other party and each official, or employee thereof (any such person being referred to herein as an "Indemnified Party"). This indemnity applies to any and all losses, claims, damages, expenses (including reasonable attorney fees), or liabilities ("Liabilities"), joint or several, which the Indemnified

Party may be subject to in law or in equity, but only to the extent that such Liabilities arise out of or are based upon the use of facilities by the Indemnifying Party or its employees and invitees, as provided in Sections 4 and 5 of this Agreement. The obligations of the foregoing indemnification provision shall not apply to the extent that any such Liabilities are found to have resulted from the negligence or intentional misconduct of the Indemnified Party.

8.2 Insurance. Each party, at its cost, shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, insuring against all liability of said party and its authorized representatives arising out of and in connection with said party's use or occupancy of the facilities. Said insurance shall include broad form contractual liability covering, without limitation, the liability assumed under this Indemnification provisions of this Agreement. If the policy is to be written with an annual aggregate limit, that limit shall be not less than \$2,000,000. Comprehensive general liability shall name the other party to this Agreement as an additional insured. All insurance policies shall provide that the policies cannot be cancelled, not renewed, nor limited in scope of coverage or limits until and unless thirty (30) calendar days prior notice is given to the other party.

8.3 Self-Insurance. The obligations of the City and District with respect to the insurance specified in this Section 8 may be satisfied by the existence of a self-insurance program containing the same coverage and elements specified herein with respect to third party insurance.

Section 9. Notices

9.1 Notices. All notices given, or to be given, by either party to the other, shall be given in writing, by registered mail, and shall be addressed to the Superintendent where notice is being given to the District or the City Manager where notice is being given to the City. All notices shall be deemed received upon actual receipt or three (3) business days after deposit in the United States mail, whichever date is earlier.

Section 10. General Provisions.

10.1 Supervision of Programs. The City agrees that City Use of District Facilities shall be properly supervised by qualified personnel. The District agrees that District Use of City Facilities shall be properly supervised by qualified personnel. All personnel shall adhere to the applicable rules and regulations of each respective party.

10.2 Facility Access. Access will be provided for program events and activities approved under this Agreement.

10.3 Access to Storage. Wherever reasonably possible, a facility owner will make available storage space on site for joint use program equipment and supplies.

10.4 Facility Maintenance Responsibilities. With each occupancy, the facility user will be responsible for the pre and post occupancy preparations which may include opening and closing movable walls unless other conditions are established between the facility owner and user. All joint use spaces will be returned to the condition which preceded use. Where possible and necessary, access to cleaning supplies will be provided by the facility owner agency. Whenever possible, the facility user should check with the facility custodian to establish agreement upon the pre and post use conditions.

Section 11. Miscellaneous Provisions.

11.1 Entire Agreement, Amendments. This Agreement represents the entire Agreement of

the Parties with respect to its subject matter. This Agreement shall not be changed, modified, or rescinded, except through a writing signed by both parties. This agreement supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter of this agreement.

11.2 Governing Law, Forum. It is mutually understood and agreed that this Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof will be instituted only the courts of the State of Arizona.

11.3 Headings Not Controlling. Headings used in this Agreement are intended for convenience or reference only and shall not control or affect the meaning or construction of any provision of this agreement.

11.4 Severability. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

11.5 A.R.S. §38-511. Under Section 38-511, Arizona Revised Statutes, as amended, City or District may cancel any contract to which they are a party within three (3) years after execution of such contract and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the party so canceling is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

11.6 Nondiscrimination. City and District agree to take all actions necessary to ensure that everyone is treated fairly, courteously, and without bias so as to preserve human dignity and to respect cultural diversity. City and District agree to comply with all applicable provisions of federal, state, and local laws related to nondiscrimination and equal employment opportunity.

11.7 Approval by Parties. Before this Agreement shall become effective and binding upon the parties, the appropriate governing authorities of each party must approve it. In the event that such appropriate authority fails or refuses to approve this Agreement, it shall be null and void with no effect whatsoever.

11.8 Non-appropriation. Each party acknowledges that the other party is a government entity, and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of each party's respective obligations under this Agreement, then this Agreement shall automatically expire without penalty to either party after written notice to of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

11.9 E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned

warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

11.11 Surviving Provisions. The obligations under Section 8 (Indemnification) shall survive expiration or other termination of this Agreement.

11.12 Construction. Except as otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against with party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF SURPRISE

DYSART UNIFIED SCHOOL
DISTRICT NO. 89

By: _____
Sharon M. Wolcott, Mayor

By: _____
Dr. Gail Pletnick, Superintendent

ATTESTED:

Sherry Aguilar, City Clerk

ATTORNEY CERTIFICATION

The undersigned certify that they have reviewed the foregoing Agreement and that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

Jennifer N. MacLennan
Attorney for Dysart Unified School
District No. 89

Robert Wingo
Attorney for City of Surprise

RESOLUTION # 2016-158

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY
OF SURPRISE, ARIZONA APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH DYSART UNIFIED
SCHOOL DISTRICT NO. 89 FOR COOPERATIVE FACILITIES
USAGE.**

WHEREAS, pursuant to Arizona Revised Statute §11-951, *et seq.*, the City of Surprise has the authority to enter into intergovernmental agreement with other governmental entities for the purposes set forth within;

WHEREAS, Dysart Unified School District No.89 ("District") owns facilities which are appropriate for utilization as community centers when not in use by the District; and

WHEREAS, the parties desire to enter into an intergovernmental agreement in order to facilitate the cooperative joint use of District facilities in exchange for a reciprocal grant for use of City facilities.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. The Intergovernmental Agreement between the City of Surprise and the District entitled, "Intergovernmental Agreement For the Operation of Schools as Community Centers City of Surprise and Dysart Unified School District No. 89", attached as Exhibit A, is approved.

Section 2. The City Manager, or his designee, is hereby authorized to execute and submit all documents and other necessary or desirable instruments in connection with said agreement.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SURPRISE AND DYSART UNIFIED SCHOOL DISTRICT NO.
89



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	December 20, 2016	Contact Person:	Hobart Wingard - Community Development
Submitting Department:	CD	District:	5
Staff Recommendations:	None		

Consent	☒	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to approval of the Final Plat entitled "Thompson Thrift at Surprise Center" dated November 30, 2016, a property generally located on the Southwest corner of Bell Road and North Civic Center Drive within the Surprise Center Planned Area Development (PAD).

Motion:

I move to approve a Final Plat of Thompson Thrift at Surprise Center dated November 30, 2016.

Background:

Carefree Partners, on behalf of Thompson Thrift Development, Inc., seeks approval of a Final Plat of approximately 151.51 acres of land to allow for an 8.13 acre commercial center generally located at the southwestern corner of West Bell Road and North Civic Center Drive within the Surprise Center PAD.

Objective Analysis:

The proposed Final Plat will provide the mechanism needed to allow the owner to construct a Commercial Center facility while providing rights-of-way and reciprocal cross-access, which will in turn allow it to be developed in a manner that is consistent with the goals and policies of the General Plan.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-429 Civic Center - Final Plat - Staff Report](#)
 - ☐ [01- FS16-429 Civic Center - Final Plat - Location Maps](#)
 - ☐ [02 - FS16-429 Civic Center - Final Plat - Final Plat](#)
 - ☐ [03 - FS16-429 Civic Center - Final Plat - Site Plan](#)
 - ☐ [04 - FS16-429 Civic Center - Final Plat - Presentation](#)
-

AMENDED FINAL PLAT

REPORT TO THE MAYOR AND CITY COUNCIL

Case:	FS16-429
Project Name:	Thompson Thrift at Surprise Center Final Plat
Council District:	5 - Palm
Meeting Date:	December 20, 2016
Planner:	Hobart Wingard, 623-222-3156, hobart.wingard@surpriseaz.gov
Owner:	Carefree Partners
Applicant:	Thompson Thrift Development, Inc.
Request:	An amended Final Plat to allow for an approximately 8.13 acre Commercial Center known as Civic Center within the Surprise Center Planned Area Development (PAD)
Site Location:	Generally, on the southwest corner of Bell Road and North Civic Center Drive within the Surprise Center Planned Area Development (PAD)
Site Size:	Approximately 151.51 acres
General Plan Conformance:	The proposal is consistent with the Surprise General Plan
Support/Opposition:	Neither support or opposition was encountered
Findings:	• The proposed Final Plat is consistent with the Surprise General Plan 2035 • The proposed Final Plat demonstrates compliance with the existing Surprise Center PAD • The reviewing agencies have indicated no objections to the request
Alternative Actions:	Approval of the requested amended Final Plat will allow the applicant to develop the property in a manner that is consistent with City of Surprise requirements and the Surprise Center PAD.

Denial of the requested amended Final Plat will deny the applicant the opportunity to reasonably develop the property.

PROJECT DESCRIPTION:

Carefree Partners, on behalf of Thompson Thrift Development, Inc., seeks approval of a Final Plat of approximately 151.51 acres of land to allow for an 8.13 acre commercial center generally located at the southwestern corner of West Bell Road and North Civic Center Drive within the Surprise Center PAD. The Final Plat will split an approximately 151.51 acre parcel into the following:

- Lot 1 - 54,480.20 square feet (1.25 Acres)
- Lot 2 - 31,412.04 square feet (0.72 Acres)
- Lot 3 – 55,621.27 square feet (1.28 Acres)
- Lot 4 – 70,093.56 square feet (1.61 Acres)
- Lot 5 – 101,333.60 square feet (2.33 Acres)
- Lot 6 – 39,846.96 square feet (0.91 Acres)
- Lot 7 – 6,212,852.97 square feet (142.63 Acres)
- Right-of-way dedication – 34,283.11 (0.79 Acres)
- **Total – 6,599,923.71 (151.51 Acres)**

Lots one (1) through six (6) are proposed to create the 8.13 acre commercial center on the southwest corner of Bell Road and Civic Center Drive. The right-of-way dedication of 0.79 acre will provide a section of Elm Street, and the remaining 142.63 acre parcel, that reaches west to Bullard Avenue and north to Paradise Lane, is reserved for future development.

HISTORY:

- **June 12, 1980:** The subject parcels were annexed into the City of Surprise.
- **January 25, 2001:** The Mayor and City Council approved a PAD for Surprise Center under case PAD00-105.
- **July 7, 2016:** Staff met with the applicant to discuss the subject project during a regularly scheduled Concept Review meeting under CR16-269.
- **October 3, 2016:** The applicant filed a request for a Site Plan and Final Plat under case FS16-429, the subject case.

79 **SUMMARY:**

80
81 Staff believes the proposed Final Plat will provide the mechanism needed to allow the owner to
82 construct a Commercial Center facility while providing rights-of-way and reciprocal cross-access,
83 which will in turn allow it to be developed in a manner that is consistent with the goals and policies
84 of the General Plan.

85
86 **FINDINGS:**

- 87
88 a. The proposed Final Plat is consistent with the Surprise General Plan 2035.
89 b. The proposed Final Plat demonstrates compliance with the Surprise Center PAD.
90 c. The reviewing agencies have indicated no objections to the request.

91
92 **Attachments:**

- 93
94 01 – Vicinity Maps
95 02 – Final Plat
96 03 – Civic Center at Surprise Center Site Plan

VICINITY MAP



VICINITY MAP



DEDICATIONS

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL PERSONS BY THESE PRESENTS: THAT SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "THOMPSON THRIFT AT SURPRISE CENTER", SAID PLAT BEING A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, AS SHOWN AND PLATTED HEREON, AND DOES HEREBY PUBLISH THIS PLAT AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, TRACT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, TRACT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER, AND/OR NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF SURPRISE FEE TITLE TO ALL PUBLIC RIGHTS--OF--WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT A "CROSS--DRAINAGE EASEMENT" OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING SHARED COLLECTION AND CONVEYANCE OF STORMWATER RUNOFF.

OWNER HEREBY GRANTS TO THE CITY OF SURPRISE A CROSS ACCESS EASEMENT ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS FOR EMERGENCY AND TRASH COLLECTION VEHICLES.

OWNER HEREBY GRANTS TO THE PUBLIC A NON--EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY GRANTS TO THE ULTIMATE OWNER OF EACH PARCEL CREATED BY THIS PLAT AN EASEMENT OVER, UPON AND ACROSS THE ENTIRE PLAT FOR THE PURPOSE OF PROVIDING CONTINUOUS AND UNINTERRUPTED INGRESS AND EGRESS TO EACH PARCEL CREATED BY THIS PLAT.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY LOT AND PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

OWNER DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT--OF--WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT--OF--WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY COUNCIL. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT--OF--WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT--OF--WAY IS IMPROVED TO CITY STANDARD AND ACCEPTED BY THE CITY OF SURPRISE.

THE MAINTENANCE OF LANDSCAPING WITHIN THE OPEN SPACES, LANDSCAPED TRACTS, RETENTION BASINS AND PARKS SHALL BE THE RESPONSIBILITY OF THE OWNER OR THE ASSOCIATION FORMED BY THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS--OF--WAY, INCLUDING LANDSCAPED MEDIANS WITHIN COLLECTORS AND LOCAL STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER OR THE PROPERTY ASSOCIATION FORMED BY THE ADJACENT PROPERTY.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHTS--OF--WAY, THE EASEMENTS, OR ANY TRACTS OR PARCELS HEREBY DEDICATED TO THE CITY OF SURPRISE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY COUNCIL FOR THE CITY OF SURPRISE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL COUNCIL ACTION.

GRANTOR HEREBY GRANTS AND CONVEY TO THE CITY OF SURPRISE A PERPETUAL, EXCLUSIVE EASEMENT OVER THE EASEMENT AREAS FOR INSTALLATION AND MAINTENANCE OF WATER METERS.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF.

IN WITNESS WHEREOF, OWNER HAS HEREUNTO CAUSED ITS CORPORATE NAME TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS

DATED THIS _____ DAY OF _____, 20_____.

BY: SURPRISE CENTER DEVELOPMENT COMPANY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: SOLE MEMBER AND MANAGER
ITS: AIRFIELD CAPITAL PARTNERS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER
BY: AIRFIELD MANAGEMENT ASSOCIATES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGING MEMBER
BY: TRW PARTNERS LLC., AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MEMBER
BY: WEST MANAGEMENT LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP
ITS: MANAGING MEMBER
BY: RICHARD WEST CO., AN ARIZONA CORPORATION
ITS: GENERAL MANAGER

BY: _____
RICHARD B. WEST, III, PRESIDENT
ITS:

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

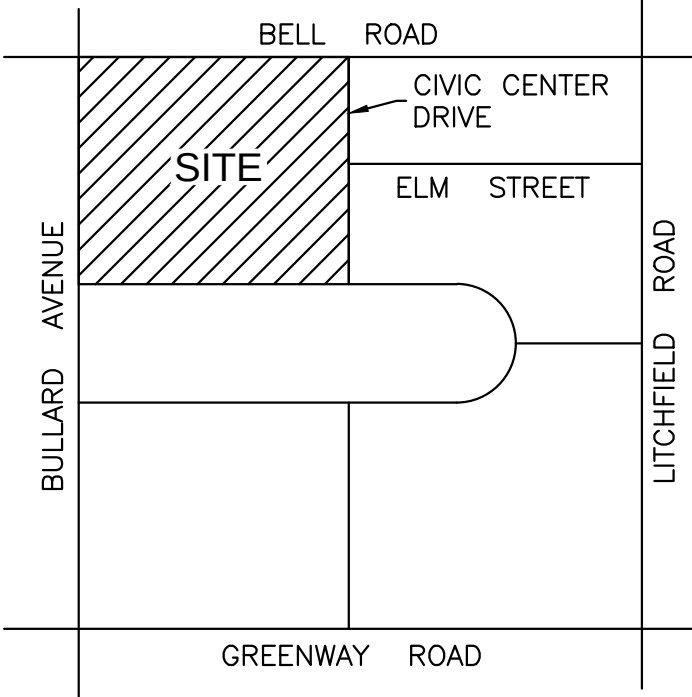
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016,

SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

FINAL PLAT
FOR
"THOMPSON THRIFT AT SURPRISE CENTER"

A PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
SCALE: N.T.S. SEC. 4 T.3N, R.1W.

SURVEYOR

INFINITY ENGINEERING SERVICES, LTD.
P.O. BOX 88034
PHOENIX, AZ 88034
CONTACT: BRETT NOWACKI, R.L.S.
PH: (602) 670-8635

OWNER

SURPRISE CENTER DEVELOPMENT COMPANY, L.L.C.
11811 N. TATUM BLVD., STE. 4052
PHOENIX, AZ 85028
CONTACT: SCOTT PHILLIPS
PH: (602) 953-8708

RELEASE OF LIABILITY

SURPRISE CENTER DEVELOPMENT COMPANY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF SURPRISE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR LOT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

OWNER HEREBY FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SURPRISE FROM ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE IN CONNECTION WITH THE USE OF THE SIDEWALKS LOCATED WITHIN THE RIGHT--OF--WAY.

BY: _____

DATE: _____

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS _____ DAY OF _____, 20_____, BEFORE ME PERSONALLY

APPEARED _____, THE _____, AN _____

FOR AND ON BEHALF THEREOF, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE DOCUMENT.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

PUBLIC NOTICE

THE LOTS DEPICTED ON THIS PLAT ARE LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE SOUND ATTENUATION STANDARDS ADOPTED BY THE CITY OF SURPRISE. A MAP DEPICTING THE MOST CURRENT ADOPTED MAG NOISE CONTOURS IN RELATION TO THIS PLAT SHALL BE DISPLAYED IN ALL SALES OFFICES. ADDITIONAL INFORMATION MAY BE OBTAINED BY CONTACTING THE CITY OF SURPRISE COMMUNITY DEVELOPMENT DEPARTMENT.

LOT AREA SUMMARY TABLE

LOT 1: 54,480.20 S.F. OR 1.25 ACRES
LOT 2: 31,412.04 S.F. OR 0.72 ACRES
LOT 3: 55,621.27 S.F. OR 1.28 ACRES
LOT 4: 70,093.56 S.F. OR 1.61 ACRES
LOT 5: 101,333.60 S.F. OR 2.33 ACRES
LOT 6: 39,846.96 S.F. OR 0.91 ACRES
LOT 7: 6,212,852.97 S.F. OR 142.63 ACRES
R.O.W. DEDICATION: 34,283.11 S.F. OR 0.79 ACRES

RECORDER

GENERAL NOTES

- FIRE SPRINKLERS ARE REQUIRED IN ALL ONE AND TWO FAMILY DWELLINGS BUILT IN AREAS WHICH DO NOT HAVE AN ADEQUATE WATER SUPPLY.
- THE PROPERTY OWNERS, OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SITE GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF SURPRISE.
- THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF SURPRISE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT A.R.S. § 45-576.
- THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE; SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE HOMEOWNER'S ASSOCIATION FORMED BY OWNER. THE CITY OF SURPRISE SHALL NOT MAINTAIN OR REPAIR ANY ROAD DESIGNATED AS "PRIVATE".
- IN ACCORDANCE WITH ARS § 9-461.07, THE CITY OF SURPRISE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE SURPRISE GENERAL PLAN.
- PURSUANT TO A.R.S. § 42-1102, THE CITY OF SURPRISE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "X," BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C1240L, WITH A DATE OF IDENTIFICATION OF OCTOBER 16, 2013, FOR COMMUNITY NO. 040053, IN MARICOPA COUNTY, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BASIS OF BEARING

NORTH 89 DEGREES 47 MINUTES 06 SECONDS WEST (MEASURED), NORTH 89 DEGREES 47 MINUTES 08 SECONDS WEST (RECORD, AS SHOWN ON BOOK 1049 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA), ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN. MEASURED BEARINGS SHOWN REFERENCE GRID NORTH, ARIZONA STATE PLANE CENTRAL ZONE AS MEASURED DURING THE COURSE OF THIS SURVEY USING PRECISE GPS EQUIPMENT AND TECHNIQUES.

REFERENCE DOCUMENTS

(R) BOOK 688 OF MAPS, PAGE 41 MCR
(R1) BOOK 1049 OF MAPS, PAGE 26 MCR
(R2) BOOK 1125 OF MAPS, PAGE 42 MCR
(R3) BOOK 1186 OF MAPS, PAGE 21 MCR

CITY OF SURPRISE ENGINEER APPROVAL

DATA ON THIS PLAT REVIEWED AND APPROVED THIS _____ DAY OF _____, 2016, BY CITY ENGINEER OF SURPRISE, ARIZONA.

APPROVED _____ DATE _____
CITY ENGINEER

CITY OF SURPRISE COUNCIL APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SURPRISE, ARIZONA. THIS _____ DAY OF _____, 2016,

MAYOR DATE _____

ATTEST: _____

CITY CLERK DATE _____

LAND SURVEYOR'S CERTIFICATION:

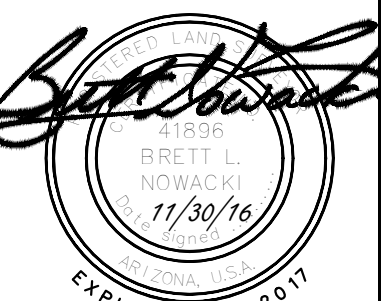
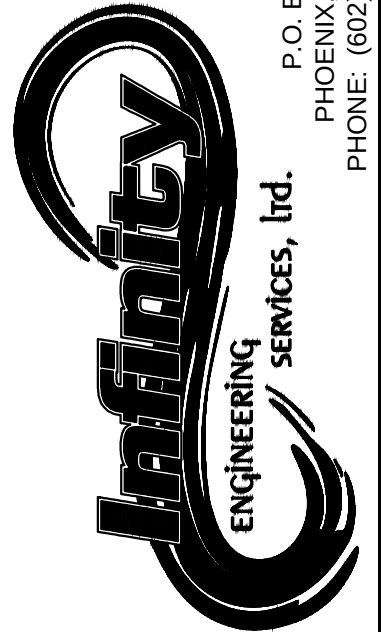
THE IS TO CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THIS PLAT IS CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: _____
BRETT L. NOWACKI
REGISTERED LAND SURVEYOR # 41896

OWNER
SURPRISE CENTER DEVELOPMENT 11811 NORTH TATUM BLVD. SUITE 4052 PHOENIX, AZ 85028
PREPARED FOR
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016
PROPERTY INFO
A PART OF APN: 501-17-970 A PART OF APN: 501-07-001H

FINAL PLAT
"THOMPSON THRIFT AT SURPRISE CENTER"
NOTES AND CERTIFICATION
A PART OF THE NORTHWEST 1/4 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

DRAWN BY: HCV	CHECKED BY: JRE
DATE: 9-26-16	SCALE: AS SHOWN
PROJECT #: 16042	LAST MODIFIED: 16042
LAST MODIFIED BY: BLN	

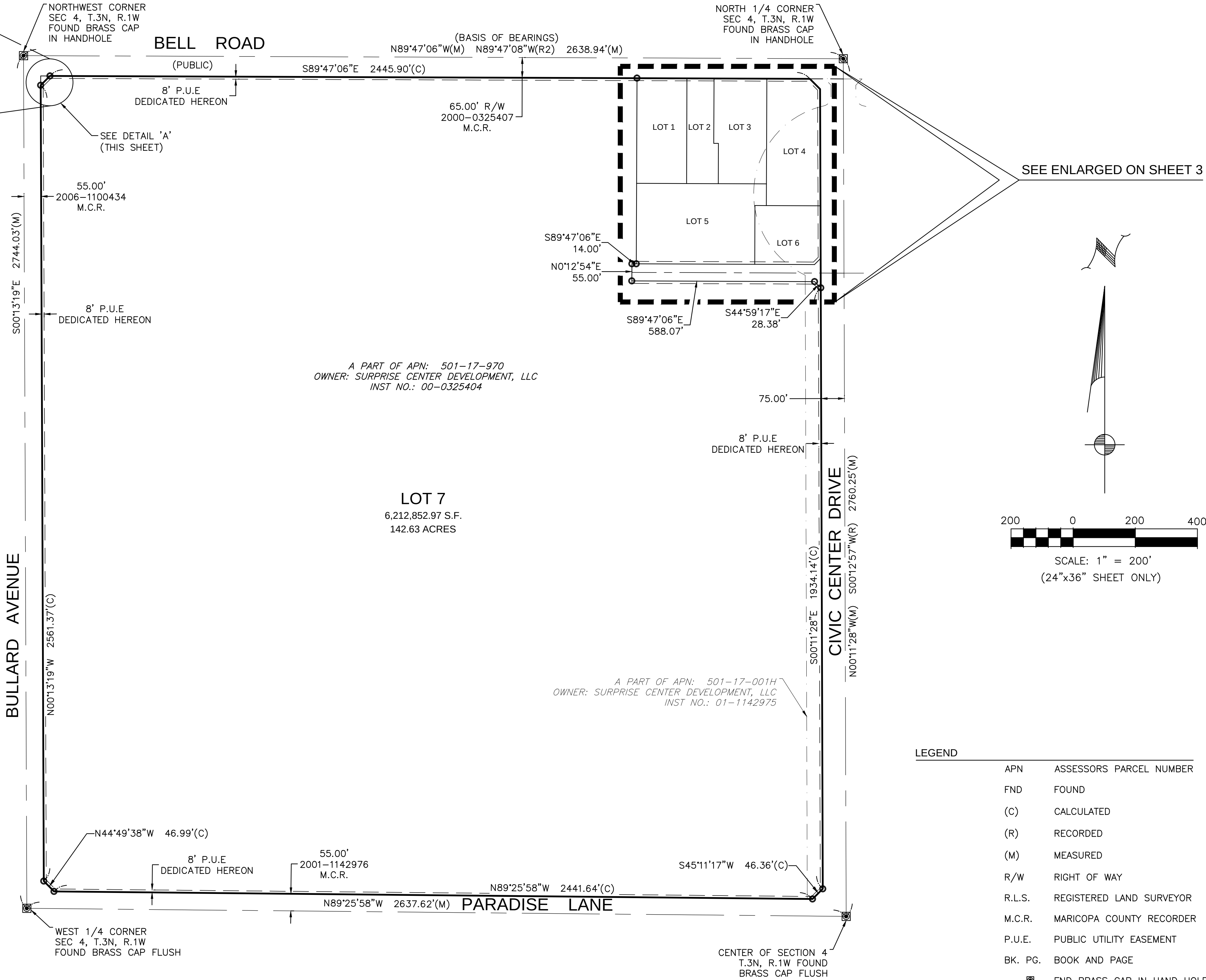
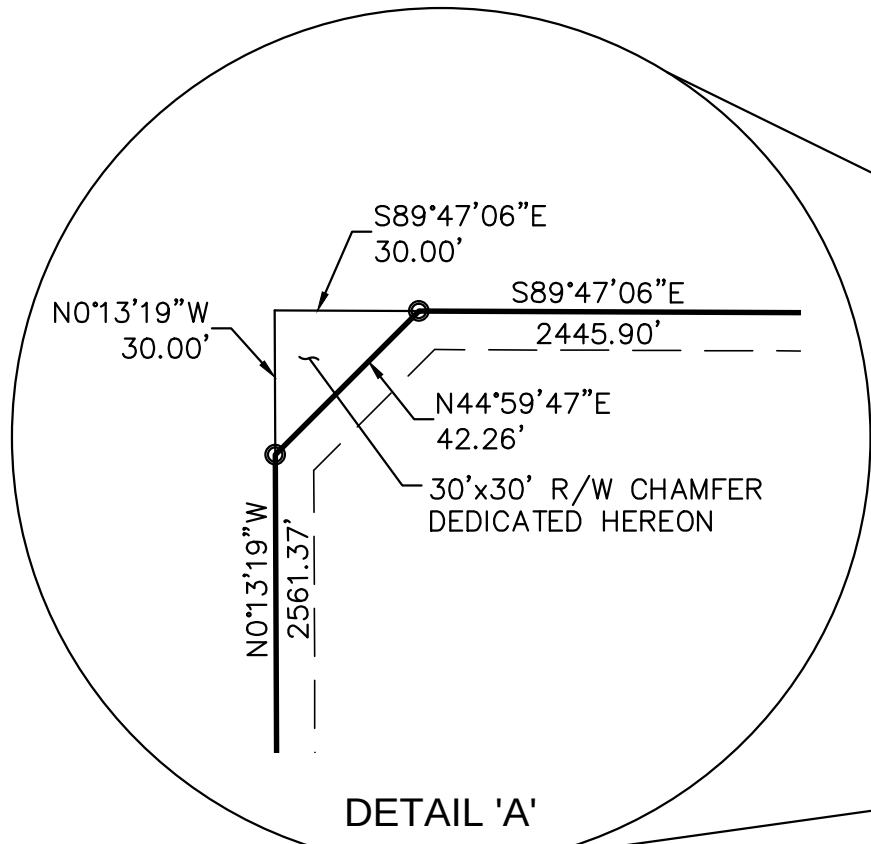


SHEET 1 OF 3

PL1

TITLE REPORT LEGAL DESCRIPTION (PARENT PARCEL)

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:
ALL OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THAT PORTION OF THE WEST HALF OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 65.00 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BELL ROAD AND THE POINT OF BEGINNING;
THENCE SOUTH 89 DEGREES 22 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF BELL ROAD, A DISTANCE OF 55.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BULLARD AVENUE;
THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF BULLARD AVENUE, PARALLEL WITH AND 55.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2679.08 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 4;
THENCE CONTINUING SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF BULLARD AVENUE, PARALLEL WITH AND 55.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2605.46 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF GREENWAY ROAD;
THENCE NORTH 89 DEGREES 09 MINUTES 02 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF GREENWAY ROAD, A DISTANCE OF 55.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;
THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2605.59 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 4;
THENCE CONTINUING NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 2678.74 FEET TO THE POINT OF BEGINNING; AND EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 65.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BELL ROAD;
THENCE NORTH 89 DEGREES 22 MINUTES 39 SECONDS WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BELL ROAD, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 44 DEGREES 34 MINUTES 51 SECONDS EAST, A DISTANCE OF 28.39 FEET;
THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, PARALLEL WITH AND 40.00 FEET WEST OF SAID EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 37.61 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST THE CENTER OF WHICH BEARS NORTH 89 DEGREES 47 MINUTES 03 SECONDS WEST A DISTANCE OF 30.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77 DEGREES 21 MINUTES 51 SECONDS AN ARC LENGTH OF 40.51 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE CONCAVE TO THE SOUTHEAST THE CENTER OF WHICH BEARS SOUTH 12 DEGREES 25 MINUTES 12 SECONDS EAST A DISTANCE OF 290.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 21 MINUTES 09 SECONDS AN ARC LENGTH OF 11.91 FEET;
THENCE NORTH 00 DEGREES 12 MINUTES 57 SECONDS EAST, PARALLEL WITH AND 75.00 FEET WEST OF SAID EAST LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 56.97 FEET;
THENCE NORTH 44 DEGREES 34 MINUTES 51 SECONDS WEST, A DISTANCE OF 46.83 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF BELL ROAD;
THENCE SOUTH 89 DEGREES 22 MINUTES 39 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF BELL ROAD, A DISTANCE OF 48.00 FEET TO THE POINT OF BEGINNING; AND EXCEPT THAT PORTION OF THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4;
THENCE NORTH 00 DEGREES 12 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2654.49 FEET;
THENCE NORTH 89 DEGREES 01 MINUTES 06 SECONDS WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 125.30 FEET;
THENCE NORTH 00 DEGREES 58 MINUTES 54 SECONDS EAST A DISTANCE OF 21.77 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 88 DEGREES 34 MINUTES 01 SECONDS WEST A DISTANCE OF 497.55 FEET;
THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, PARALLEL WITH AND 622.43 FEET WEST OF THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1298.56 FEET;
THENCE NORTH 89 DEGREES 05 MINUTES 13 SECONDS WEST A DISTANCE OF 1926.36 FEET;
THENCE NORTH 44 DEGREES 27 MINUTES 07 SECONDS WEST A DISTANCE OF 46.97 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BULLARD AVENUE;
THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS EAST, PARALLEL WITH AND 55.00 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY OF BULLARD AVENUE, A DISTANCE OF 1330.23 FEET;
THENCE SOUTH 44 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 46.99 FEET;
THENCE SOUTH 89 DEGREES 01 MINUTES 06 SECONDS EAST, PARALLEL WITH AND 55.00 FEET NORTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 2424.62 FEET;
THENCE SOUTH 00 DEGREES 12 MINUTES 57 SECONDS WEST, PARALLEL WITH AND 125.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 33.23 FEET TO THE POINT OF BEGINNING, AND EXCEPT THE NORTH 65 FEET,
AND EXCEPT ANY PORTION OF THE EAST 125 FEET OF SAID NORTHWEST QUARTER THAT WAS NOT CONVEYED TO SURPRISE CENTER DEVELOPMENT COMPANY L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY BY DEED RECORDED DECEMBER 4, 2001 AS 2001-1142975 OF OFFICIAL RECORDS, AND EXCEPT THEREFROM ALL URANIUM, THORIUM AND OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5(B) (1) OF THE ATOMIC ENERGY ACT OF 1940 (60 STAT. 761) TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED IN WHATEVER CONCENTRATION, IN DEPOSITS IN THE LANDS THEREIN, AS RESERVED IN INSTRUMENT RECORDED JUNE 27, 1949 IN DOCKET 406, PAGE 479.



LEGEND		
APN	ASSESSORS PARCEL NUMBER	
FND	FOUND	
(C)	CALCULATED	
(R)	RECORDED	
(M)	MEASURED	
R/W	RIGHT OF WAY	
R.L.S.	REGISTERED LAND SURVEYOR	
M.C.R.	MARICOPA COUNTY RECORDER	
P.U.E.	PUBLIC UTILITY EASEMENT	
BK. PG.	BOOK AND PAGE	
	FND BRASS CAP IN HAND HOLE	
	SET REBAR W/CAP RLS41896	
	SUBDIVISION PROPERTY LINE	
	LOT LINE	
	EASEMENT LINE	
	EXISTING PROPERTY LINE	
	CENTER LINE	

OWNER
SURPRISE CENTER DEVELOPMENT 11811 NORTH TATUM BLVD. SUITE 4052 PHOENIX, AZ 85028
PREPARED FOR
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016
PROPERTY INFO
A PART OF APN: 501-17-970 A PART OF APN: 501-07-001H

FINAL PLAT
"THOMPSON THRIFT AT SURPRISE CENTER"
PARENT PARCEL
A PART OF THE NORTHWEST 1/4 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

DRAWN BY:	BLN
CHECKED BY:	AJW
DATE:	7/7/16
SCALE:	AS SHOWN
PROJECT #:	16042
LAST MODIFIED:	7/15/16
LAST MODIFIED BY:	BLN

P.O. BOX 88034
PHOENIX, AZ 85080
PHONE: (602) 670-8635

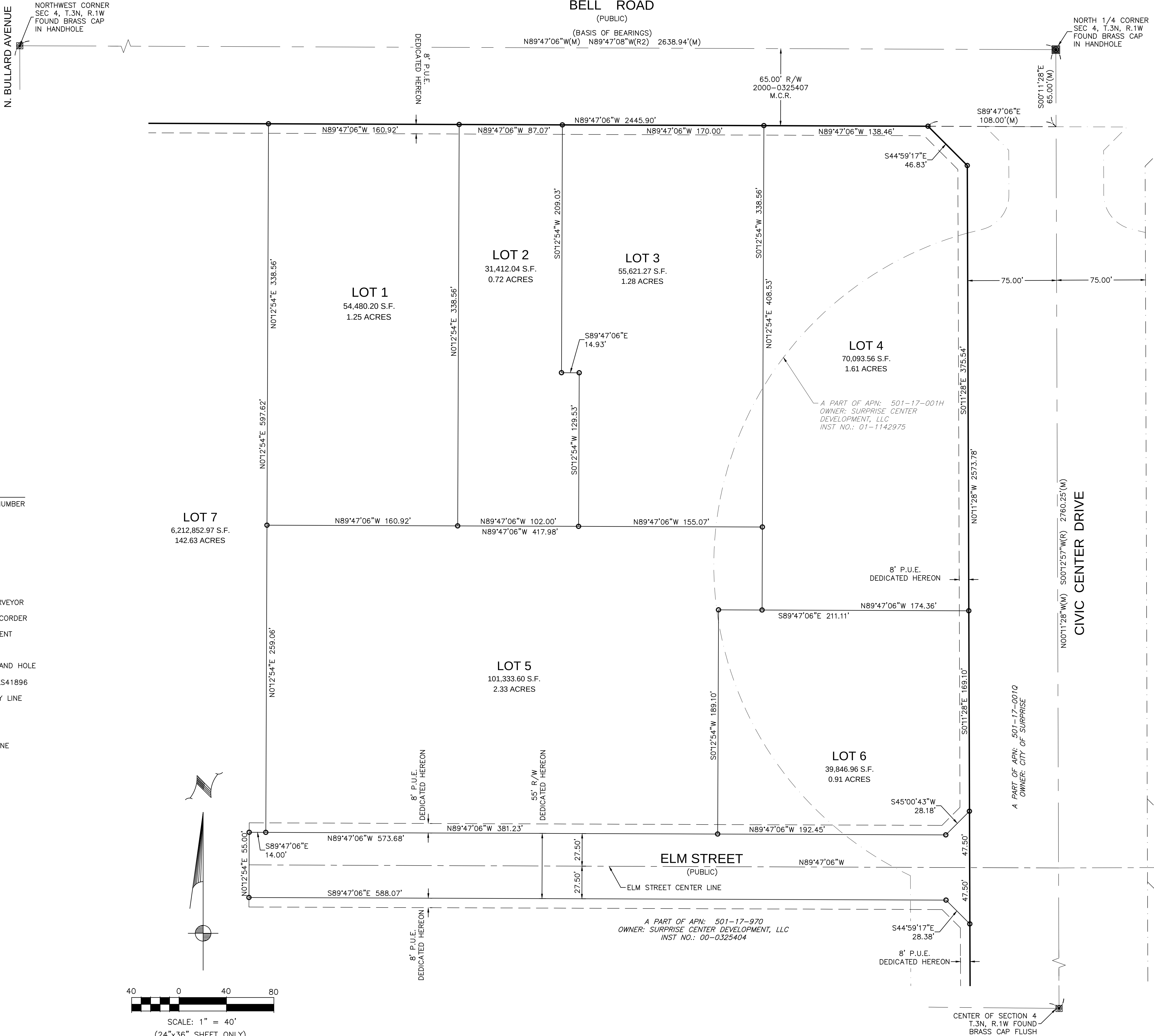
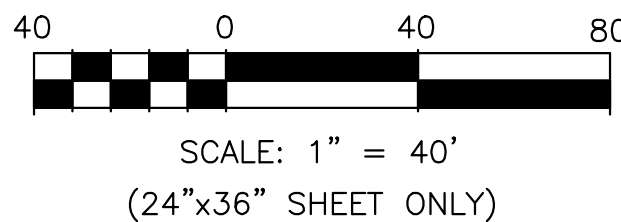
SHEET	OF
2	3

PL2

LEGEND

APN	ASSESSORS PARCEL NUMBER
FND	FOUND
(C)	CALCULATED
(R)	RECORDED
(M)	MEASURED
R/W	RIGHT OF WAY
R.L.S.	REGISTERED LAND SURVEYOR
M.C.R.	MARICOPA COUNTY RECORDER
P.U.E.	PUBLIC UTILITY EASEMENT
BK. PG.	BOOK AND PAGE
	FND BRASS CAP IN HAND HOLE
	SET REBAR W/CAP RLS41896

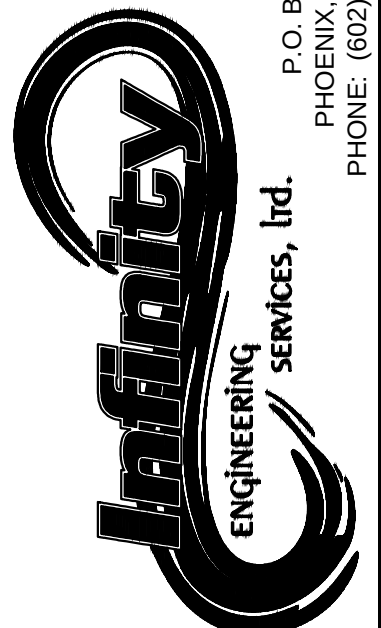
	SUBDIVISION PROPERTY LINE
	LOT LINE
	EASEMENT LINE
	EXISTING PROPERTY LINE
	CENTER LINE



OWNER
SURPRISE CENTER DEVELOPMENT 11811 NORTH TATUM BLVD. SUITE 4052 PHOENIX, AZ 85028
PREPARED FOR
BECK CONSULTING ENGINEERS 2942 N. 24TH STREET #114 PHOENIX, AZ 85016
PROPERTY INFO
A PART OF APN: 501-17-970 A PART OF APN: 501-07-001H

FINAL PLAT
"THOMPSON THRIFT AT SURPRISE CENTER"
DETAIL 'A' - ENLARGED
A PART OF THE NORTHWEST 1/4 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

DRAWN BY:	BLN
CHECKED BY:	AJW
DATE:	7/7/16
SCALE:	AS SHOWN
PROJECT #:	16042
LAST MODIFIED:	7/15/16
LAST MODIFIED BY:	BLN



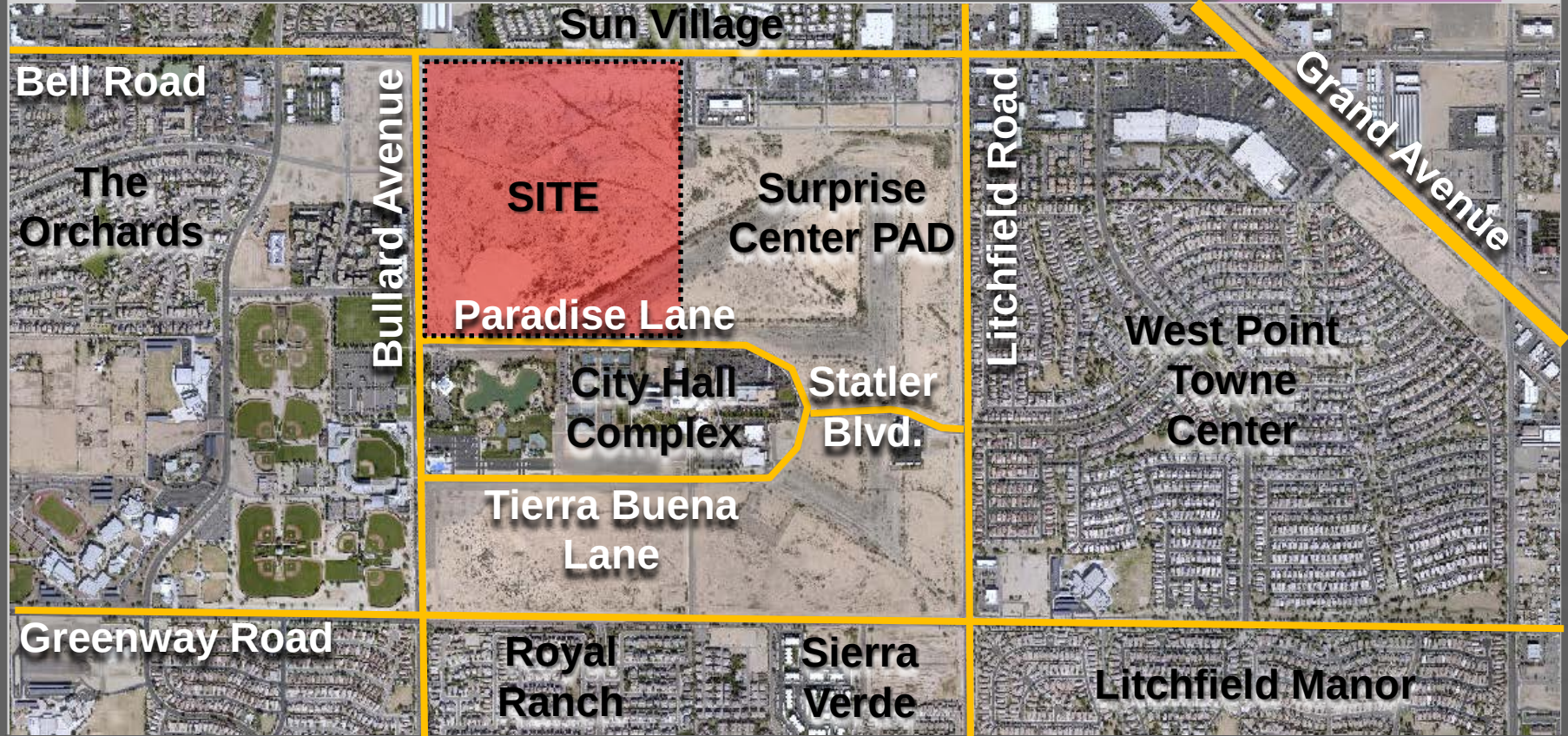
SHEET	OF
3	3
PL3	



THOMPSON THRIFT AT SURPRISE CENTER

Final Plat – December 20, 2016

VICINITY MAP

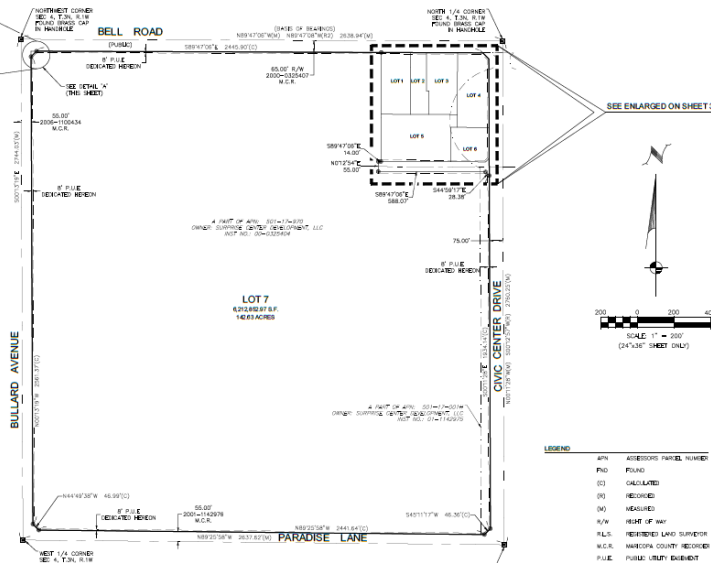


VICINITY MAP





FINAL PLAT

[illegible]

1 POUND BRASS CAP PLUSH

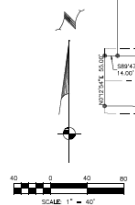
SEE ENLARGED ON SHEET 3

FINAL PLAT
THOMPSON THRIFT AT SURPRISE CENTER"
PARENT PARCEL
A PART OF THE NORTHWEST 1/4 OF SECTION 4, T-3N, R-1W
MARICOPA COUNTY, ARIZONA

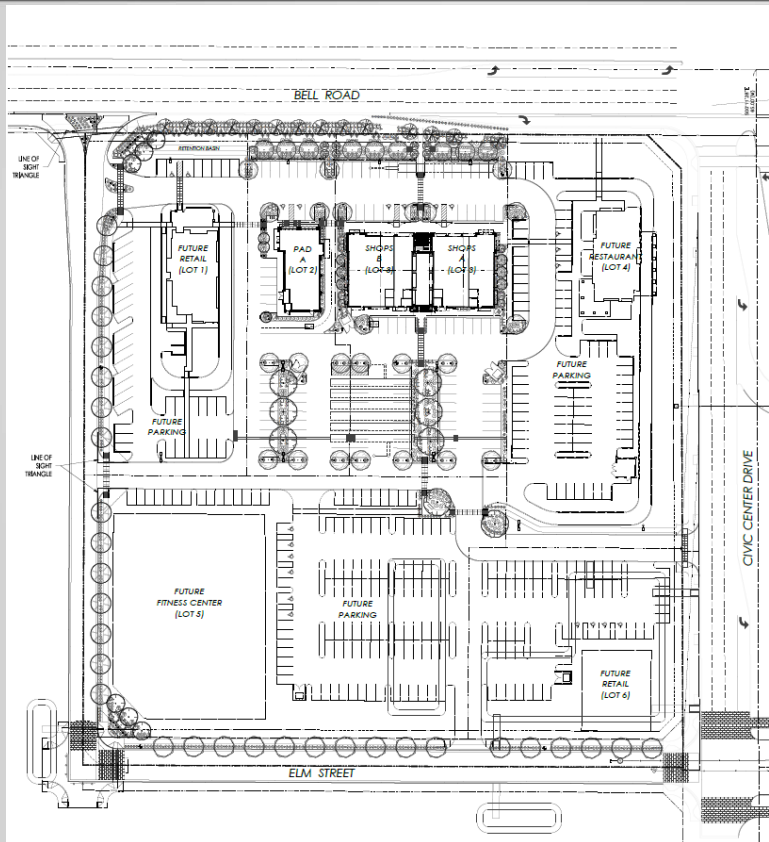
Infinity
expressing ourselves, Inc.



PLC

[illegible]

SITE PLAN



SYM.	PLANT NAME	SIZE	QTY	REMARKS
TREES				
	Acacia villosa	SEE PLAN	9	
	Fabo Blanco	SEE PLAN	7	
	Cassipouia coccinea	SEE PLAN	7	
	Coccoloba	SEE PLAN	7	
	Chilopsis salicifolia	SEE PLAN	33	
	Olea europaea	SEE PLAN	6	
	Swan Hill Ficus	SEE PLAN	15	
	Philadelphus	SEE PLAN	15	
	Quercus virginiana	SEE PLAN	14	
	Sorbus	SEE PLAN	14	
	Sophora secundiflora	SEE PLAN	15	
	Texas Mountain Laurel	SEE PLAN	15	
	Tipuana tipu	SEE PLAN	8	
	Ulmus parviflorus	SEE PLAN	16	
SHRUBS				
	Calliandra callicarpa	5 GAL.	53	
	Calliandra 'Little John'	5 GAL.	221	
	Dwarf Bottlebrush	5 GAL.	22	
	Leucophyllum laevigatum	5 GAL.	39	
	Chilodendron	5 GAL.	59	
	Leucophyllum longistylis	5 GAL.	42	
	Ruellia brittoniana	5 GAL.	128	
	Ruellia brittoniana	5 GAL.	128	
	Ruellia brittoniana 'Tall'	5 GAL.	242	
	Dwarf Ruella	5 GAL.	242	
	Ruellia perispermata	5 GAL.	10	
	De Rho	5 GAL.	10	
	Ruellia equisetifolia	5 GAL.	191	
	Colobry	5 GAL.	191	
	Tecoma stans	5 GAL.	9	
	Orange Jubilee	5 GAL.	9	
GROUND COVER				
	Lantana hybrid	1 GAL.	254	
	Lantana hybrid	1 GAL.	89	
	Dolls Feet	1 GAL.	89	
ACCENT				
	Aloe	5 GAL.	108	
	Blue Elf Aloe	5 GAL.	108	
	Daylily longistylis	5 GAL.	36	
	Daylily longistylis	5 GAL.	36	
	Euphorbia biglandulosa	5 GAL.	11	
	Croton plant	5 GAL.	11	
	Epiphyllum spicatum	12" BARE ROOT	31	MATCHING
	Golden Borel	5 GAL.	108	
	Hebe x exoniensis	5 GAL.	108	
	Hebe x exoniensis	5 GAL.	108	
	Pedicularis macrocarpa	5 GAL.	12	
	Loaf Shrub	5 GAL.	12	
	Yucca rostrata	5 GAL.	8	AT POTTERY
	Soft Leaf Yucca	5 GAL.	8	AT POTTERY
INERTS				
SYM.	DESCRIPTION			
	3/4" SCREENED DECOMPOSED GRANITE (VERIFY COLOR SELECTION)			
	PHOENIX PRECAST PRODUCTS (TYP. AT 8 LOCATIONS) ORANGE STREET PLANTERS - MODEL, COLOR (VERIFY INTEGRAL COLOR PER CITY SELECTION)			
NOTES				
1. PROVIDE TREE SIZE AND PLANT QUANTITIES PER CITY OF SURPRISE MINIMUM STANDARDS.				
2. PROVIDE DEEP ROOT BARRIERS PER CITY OF SURPRISE STANDARDS.				
3. PROVIDE 2" MIN. DEPTH OF 3/4" SCREENED DECOMPOSED GRANITE.				
4. PROVIDE AUTOMATIC DRIP IRRIGATION SYSTEM TO ALL PLANT MATERIAL.				



SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 20, 2016	Contact Person:	Sergio Angulo - Community Development
Submitting Department:	CD	District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	x	Report/Discussion
---------	---------	----------------	---	-------------------

Agenda Wording:

Consideration and action pertaining to a Major Amendment of the Desert Oasis at Surprise PAD by changing the land use from Commercial to Medium Density Residential on approximately 8.08 acres of Parcel L8 located on the Northwest corner of 171st Avenue and Jomax Road; and increasing Front Setback for garages in Parcels L7 and L8-B.

Motion:

I move to approve Ordinance 2016-31 Rezone of Desert Oasis Parcel 8.

Background:

Kent Xander, on behalf of 171st Avenue Northwest LLC, requests an amendment to the Desert Oasis at Surprise Planned Area Development (PAD) to change the land use designation of approximately 8.08 acres of Parcel L8 from Commercial to Medium Density Residential. The applicant is also proposing to amend the Front Setback for garages in Parcels L7 and L8-B.

Objective Analysis:

The proposed PAD Amendment will provide the mechanism needed to allow the applicant to combine Parcels L7 and L8-B to develop a 106 lot medium density residential subdivision. The proposed land use change will remain within the maximum allowed Medium Density Residential units by the Desert Oasis at Surprise PAD.

Policy Compliant:

The proposed project is consistent with City and Council Policy.

Financial Impact:

All activity related to ongoing development of the City of Surprise has an economic and fiscal impact on the city and the region.

Budget Impact:

There is no anticipated budget impact related to this item.

FTE Impact:

This item does not have an impact on current staff levels.

ATTACHMENTS:

Click to download

- ☐ [00 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Staff Report](#)
 - ☐ [01 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Vicinity Map](#)
 - ☐ [02 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - PADA Document](#)
 - ☐ [03 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Citizen Participation Report](#)
 - ☐ [04 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Luke AFB Letter](#)
 - ☐ [05 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Nadaburg School District Letter](#)
 - ☐ [06 - FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Public Engagement](#)
 - ☐ [FS16-343 - Mirano At Desert Oasis Parcel 8 - Rezone/Zoning Amendment - Presentation](#)
 - ☐ [09-Resolution 2016-31](#)
-

ZONE CHANGE

REPORT TO THE CITY COUNCIL

Case: FS16-343

Project Name: Mirano at Desert Oasis Parcel 8

Council District: 1 – Acacia

Meeting Date: December 20, 2016

Planner: Sergio Angulo

Owner: 171st Avenue Northwest, LLC

Applicant: Kent A. Xander

Request: The applicant, on behalf of the owner, requests an amendment to the Desert Oasis at Surprise Planned Area Development (PAD) to change the land use designation of approximately 8.08 acres of Parcel L8 from Commercial to Medium Density Residential. The applicant is also proposing to amend the required Front Setback for garages in Parcels L7 and L8-B.

Site Location: Northwest corner of 171st Avenue and Jomax Road.

Site Size: Approximately 8.08 acres

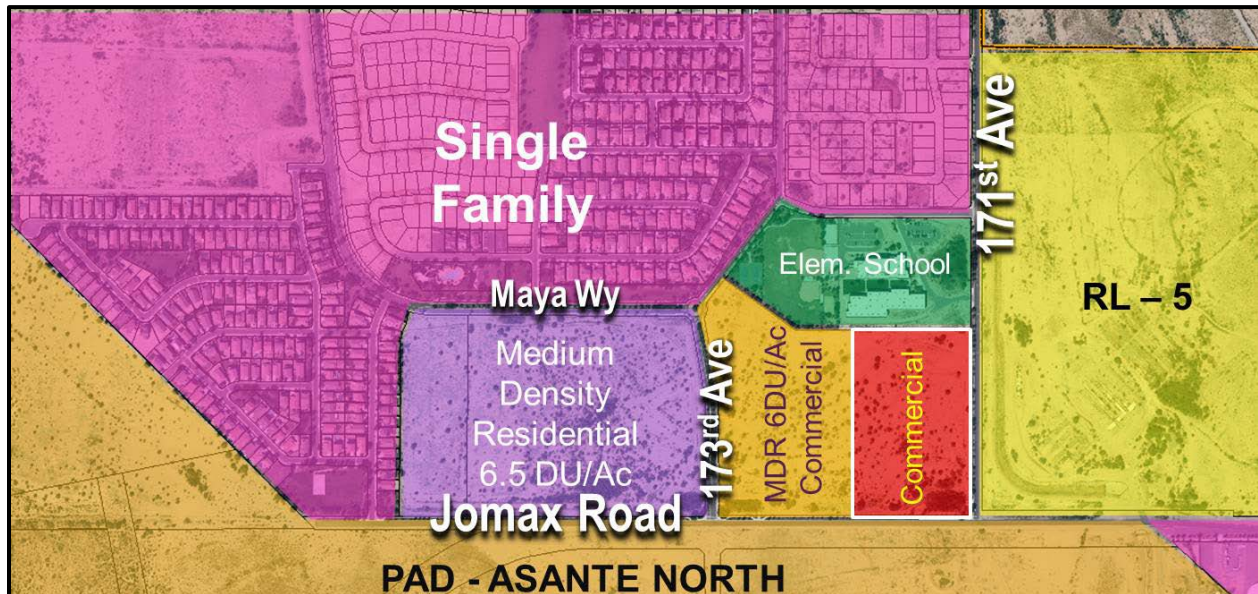
General Plan Conformance: The proposal is consistent with the Surprise General Plan 2035.

Support/Opposition: Both support and opposition was encountered during the Public Review meeting and are expanded upon in the Citizen Participation Report.

Project Description:

Kent Xander, on behalf of 171st Avenue Northwest LLC, requests an amendment to the Desert Oasis at Surprise Planned Area Development (PAD) to change the land use designation of approximately 8.08 acres of Parcel L8 from Commercial to Medium Density Residential. The applicant is also proposing to amend the Front Setback for garages in Parcels L7 and L8.

39 **Surrounding Land Zoning:**



Desert Oasis PAD School/Open Space	Desert Oasis PAD School/Open Space	Residential Low Density (RL-5)
Desert Oasis PAD Medium Density Residential/Commercial	Desert Oasis PAD Commercial	Residential Low Density (RL-5)
Asante North PAD Residential	Asante North PAD Residential	Asante North PAD Residential

40 **Background:**

41 **October 12, 2000:** The subject property was annexed into the City of Surprise by the Mayor and City
42 Council.

43 **September 14, 2000:** The Mayor and City Council approved the Desert Oasis at Surprise Planned
44 Area Development.

45 **June 16, 2016:** A Concept Review meeting was held for the current proposal under case CR16-238.

46 **August 10, 2016:** The applicant filed a related request for a Major PAD Amendment under case
47 FS16-343, the subject case.

48 **September 22, 2016:** The applicant held a neighborhood outreach meeting to discuss the project.
49

50 **November 15, 2016:** The Mayor and City Council approved a Final Plat application for Desert Oasis
51 at Surprise Parcels L7 and L8 under case FS16-379.

52
53 **December 1, 2016:** The Planning and Zoning Commission reviewed the proposed project.

54 **Citizen Outreach:**

55
56 The site was posted and advertised for a Citizen Review meeting in accordance with the SUDC. The
57 applicant held a meeting for the proposed PAD Amendment at the Desert Oasis Elementary School
58 located at 17161 West Bajada Road at 6:00pm on September 22, 2016. The applicant hosted the
59 event along with a representative from the City of Surprise. Several residents from around the
60 subject parcel attended and voiced concerns in regards to existing traffic issues on 163rd Avenue
61 and Jomax Road. A resident of Desert Oasis also expressed concerns over the conservation of
62 natural open space. Besides those two major concerns, some neighbors were in favor of having a
63 smaller commercial corner to avoid the development of a “big box” store. The applicant provided a
64 citizen participation report which includes questions and comments from the meeting.
65

66 **Analysis and Discussion:**

67
68 The subject parcel, Parcel L8 of Desert Oasis at Surprise, is a 12.98 acre (approx.) vacant parcel
69 located at the northwest corner of 171st Avenue and Jomax Road. Parcel L8 is currently zoned PAD
70 and designated as Commercial land use. The site is surrounded by an existing elementary school to
71 the north, a vacant lot (Parcel L7) designated as Medium Density Residential/Commercial to the
72 west, a vacant lot zoned RL-5 to the east, and the vacant lot to the south which is part of the Asante
73 North PAD. This proposed PAD Amendment will change the land use designation of 8.08 acres
74 (approx.) of Parcel L8 from Commercial to Medium Density Residential, leaving the remaining 4.9
75 acres (approx.) as Commercial. To distinguish the new land use boundaries, the proposed Medium
76 Density Residential parcel will be labeled as Parcel L8-B and the remaining Commercial parcel will
77 be labeled as Parcel L8-A. The proposed permitted density within Parcel L8-B will be six (6) dwelling
78 units per acre, which is what the PAD currently allows in parcels designated as Medium Density
79 Residential.
80

81 Along with the proposed land use change, the applicant is proposing to modify the existing required
82 front setback for both front-loaded and side-loaded garages. The required front setback for front-
83 loaded garages will change from eighteen feet to twenty feet to allow for a longer driveway and
84 prevent larger vehicles from encroaching into the sidewalks. The required front setback for side-
85 loaded garages will change from eight (8) feet to ten (10) feet to avoid any conflict with utility
86 easements which are typically placed along the front property line and tend to be eight (8) feet
87 wide.
88

89 Currently there are three (3) parcels in Desert Oasis at Surprise designated for commercial
90 development, Parcels B2, B3 (located at the southwest and southeast corners of Jomax Road and
91 163rd Avenue), and Parcel L8 (the subject Parcel); a total of 34.02 (approx.) acres of commercial land
92 in Desert Oasis. If the City Council chooses to approve this PAD Amendment, there will be 25.94
93 (approx.) acres remaining of commercial land in Desert Oasis.

The Desert Oasis at Surprise PAD envisioned a total of 406 Medium Density Residential units for the parcels north of Jomax Road. In May, 2016 the City Council approved a preliminary plat for 269 Medium Density Residential units on Parcel L6, leaving 137 units remaining for Medium Density Residential units. The applicant is seeking approval of this PAD Amendment to develop 106 residential lots on Parcels L7 and on the subject 8.08 acres (approx.) of Parcel L8 staying within the permitted residential units and density established in the PAD. If the City Council chooses to approve the proposed PAD Amendment, the applicant plans to follow up with a preliminary plat application for the 106-unit subdivision which will be reviewed under a separate case.

During the review process of this PAD Amendment case, staff found that there had been a nonconforming lot split of Desert Oasis at Surprise Parcel L7 and Parcel L8, the subject lot. To bring these lots into compliance, the applicant submitted a Final Plat application under case FS16-379 that was approved by the Mayor and the City Council on November 15, 2016.

Surprise General Plan 2035:

The Surprise General Plan 2035 shows the subject property as lying within the Neighborhood Character Area, which in a suburban neighborhood supports residential development between two and eight dwelling units per acre (2-8 DU/Ac). The proposed PAD Amendment proposes a density of 6 DU/Ac which demonstrates consistency with this land use category.

Reviewing Agencies:

The standard city and outside reviewing agencies indicate no objections to the request. Luke Air Force Base, Maricopa Water District, and Nadaburg School District were included in the routing of this case.

Summary:

The request is for a PAD Amendment to the Desert Oasis at Surprise PAD to change the Land Use of 8.08 acres (approx.) of Parcel L8 from Commercial to Medium Density Residential and to amend the required front setbacks for Parcels L7 and L8-B.

Findings:

- The proposed land use change is consistent with the Surprise General Plan 2035.
- The proposed land use change will remain within the maximum allowed Medium Density Residential units by the Desert Oasis at Surprise PAD.

Attachments:

- 01 - Vicinity Maps
- 02 - PAD Amendment Document

- 137 03 - Citizen Participation Report
- 138 04 - Luke AFB comments
- 139 05 – Nadaburg School District Letter

Vicinity Map



Vicinity Map



MIRANO

AT DESERT OASIS

**Planned Area Development
Major Zoning Amendment to Desert Oasis at Surprise**

PAD for a portion of Lancer Parcel L8

North of the Northwest corner of 171st Avenue and Jomax Road, Surprise, AZ

Original Desert Oasis PAD Case: PAD99-129

Prepared by: KAX and Walsh Design Group

Submitted To: City of Surprise, Arizona

Dated: September 30, 2016

TABLE OF CONENTS

Project Team.....	3
Introduction and Location.....	3
Description of Request.....	4
Vicinity Map.....	5
Existing Zoning Map.....	6
Proposed Zoning Map Exhibit “A”	A
Proposed Development Standards Exhibit “A-2”	A-2

PROJECT TEAM

Prepared By:

KAX

Kent A. Xander

8530 E. Via Del Sol Drive

Scottsdale, Arizona 85255

(602) 499-9305

kxander@kaxgroup.com

Prepared By:

Walsh Design Group

Joe Walsh

6106 E. Rose Circle Drive

Phoenix, AZ 85018

(602) 619-7581

landoc@cox.net

Engineer:

EPS Group, Inc.

Daniel Auxier, PE

2045 S. Vineyard Ave., Ste. 101

Mesa, AZ 85210

(480) 503-2250

dan.auxier@epsgroupinc.com

INTRODUCTION AND LOCATION

Desert Oasis PAD 99-129 of Surprise (“DOAS”) is an 890 acre mixed-use Planned Area Development (PAD) Master Planned Community located approximately 1.5 miles north of Grand Avenue, between Dynamite Road and Happy Valley Road, and between the 163rd and 179th Avenue alignments in the City of Surprise. The development of DOAS started in 2000.

The subject vacant land, DOAS Lancer Parcel L8, is located at the northwest corner of 171st Avenue and Jomax Road and consists of approximately 12.9835 acres of vacant Commercial zoned land.

Surrounding Lancer Parcel L8 land uses are: Lancer Parcel L7 vacant land zoned Medium Density Residential (“MDR”) that allows for 90 residential lots is to the west; Nadaburg Desert Oasis Elementary School is to the north; Sunrise Ranch vacant land zoned R1-5 is to the east; and Asante PAD vacant land is to the south.

See page 5 for the Vicinity Map

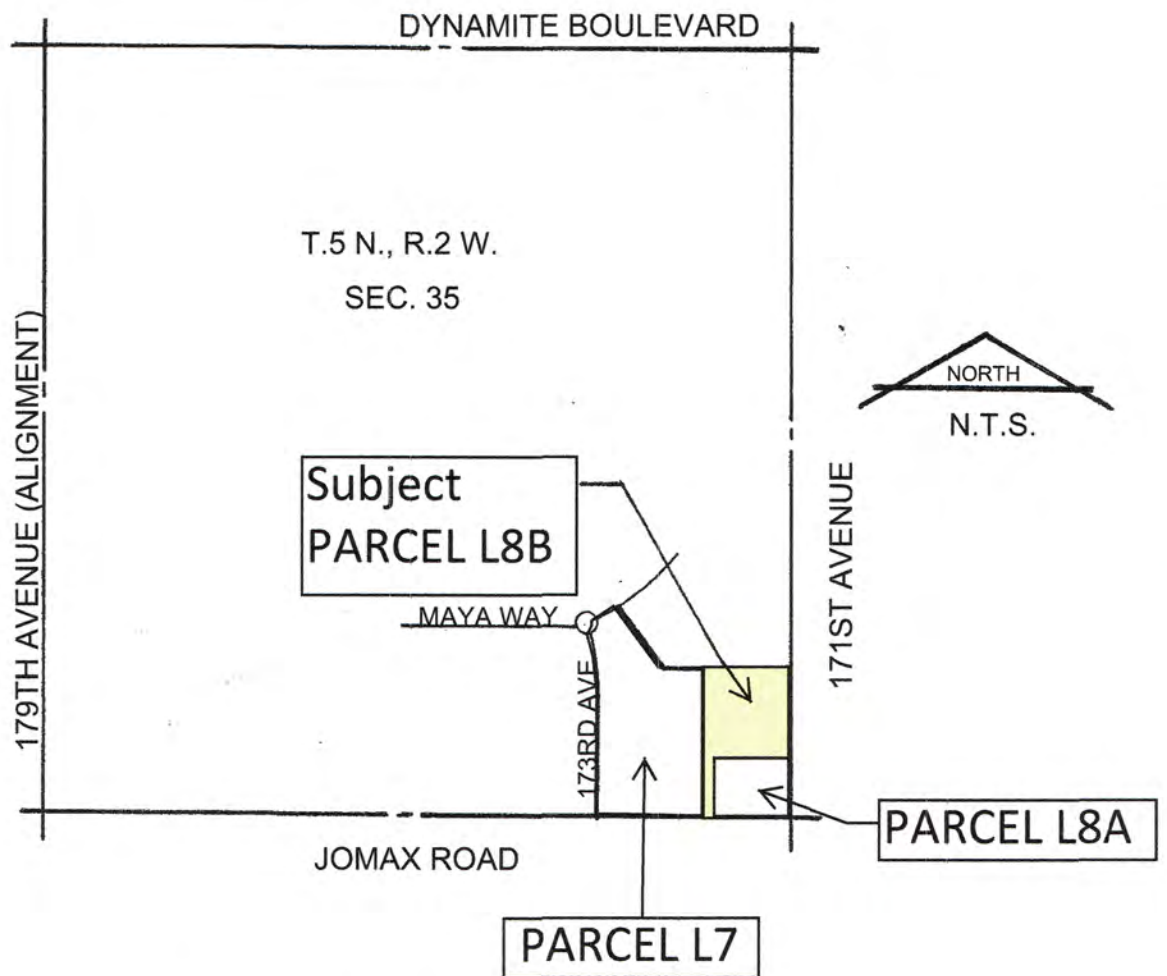
DESCRIPTION OF REQUEST

Zoning

DOAS Lancer Parcel L8, is located at the northwest corner of 171st Avenue and Jomax Road and consists of approximately 12.9835 acres of vacant Commercial zoned land.

The purpose of this request is to amend Desert Oasis PAD by rezoning a portion (approximately 8 acres) of Lancer Parcel L8 (for the purposes of this Narrative “Lancer Parcel L8B”) from Commercial zoning to MDR zoning (“The Project”). The balance of the Commercial zoning (4.98 acres) (for the purposes of this Narrative “Lancer Parcel L8A”) located at the NWC of Jomax Road and 171st Avenue will remain as Commercial zoning. Lancer Parcels L7 and L8B will be planned and designed to be developed separately from Lancer Parcel L8A. The Project will have a Home Owners Association.

See attached “**Existing Zoning Map**” on page 6;
See attached **Exhibit “A”** for Proposed Zoning Map;
and **Exhibit “A-2”** for proposed Development Standards.



DOAS LANCER PARCELS L7, L8A
AND L8B

VICINITY MAP

EXISTING ZONING MAP

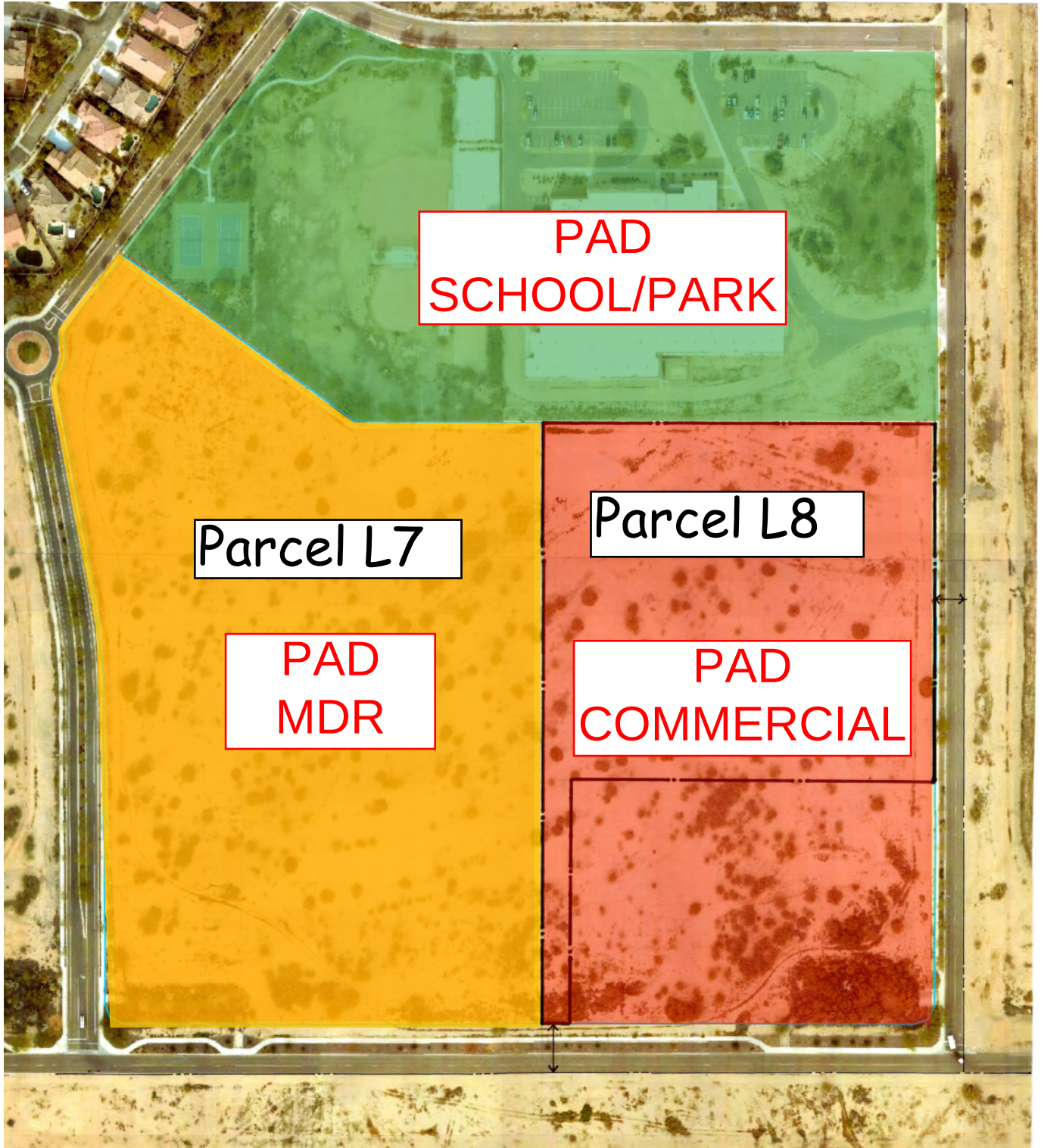


Exhibit “A”

"PLANNED AREA DEVELOPMENT MAJOR
ZONING AMENDMENT"

FOR

DESERT OASIS LANCER PARCEL L8B

ZONING EXHIBIT "A"
PROPOSED ZONING MAP

MIRANO
AT DESERT OASIS
ZONING EXHIBIT

A PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP
5 NORTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

PROJECT TEAM

DEVELOPER	PLANNER
KAX	WALSH DESIGN GROUP
KENT A. XANDER	JOE WALSH
8530 E. VIA DEL SOL DRIVE	6106 E. ROSE CIRCLE DRIVE
SCOTTSDALE, AZ 85255	PHOENIX, AZ 85018
(602) 499-9305	(602) 619-7581
kxander@kaxgroup.com	landoc@cox.net

ENGINEER

EPS GROUP, INC.

DANIEL AUXIER, P.E.

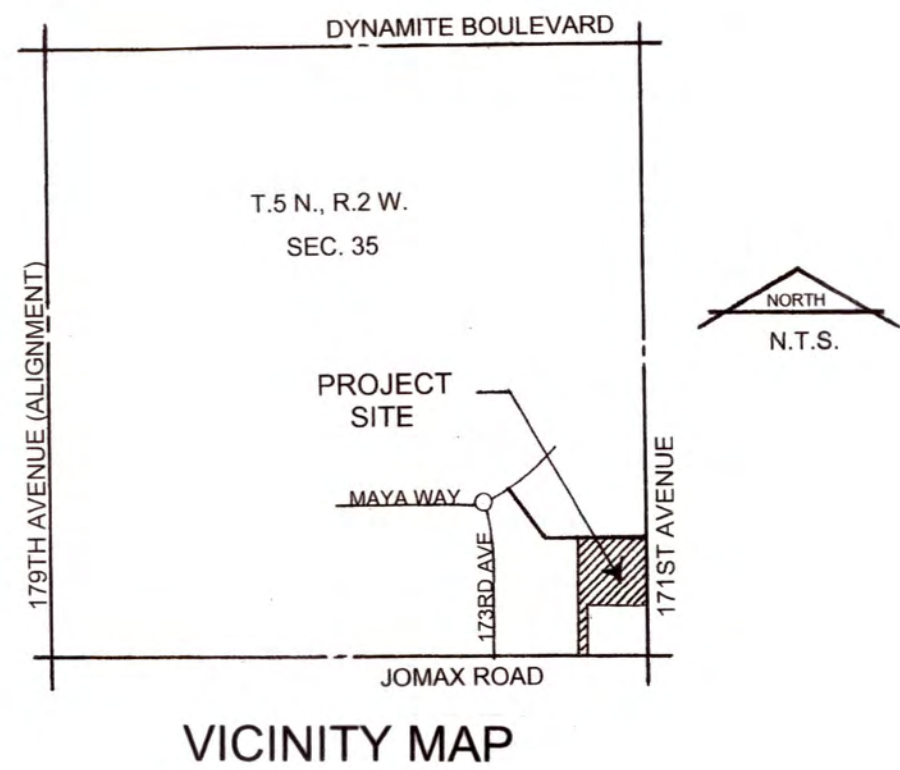
2045 S. VINEYARD AVE., STE. 101

MESA, AZ 85210

(480) 503-2250

PROJECT DATA

APN:	PORTION OF 503-51-019G
DESIGNATED LAND USE:	COMMERCIAL
EXISTING ZONING:	PLANNED AREA DEVELOPMENT (PAD) (ORDINANCE NO. 00-18)
PROPOSED ZONING:	PLANNED AREA DEVELOPMENT (PAD) MEDIUM DENSITY RESIDENTIAL (MDR)
RELATED CASE NO.'S:	PADA04-409 PADA04-024
GROSS AREA:	+/- 8.0 ACRES



REVISIONS	BY

MIRANO
AT DESERT OASIS
ZONING EXHIBIT
EXHIBIT A

WALSH DESIGN GROUP
6106 E. Rose Circle Dr.
Phoenix, AZ 85018
(602) 619-7581
Landoc@cox.net

REV. 9/23/2016
Date 7/19/2016
Scale 1"=100'
Drawn JW
Job
Sheet
Of Sheets

LEGAL DESCRIPTION

MIRANO – ZONING AREA

That portion of Parcels L-7 and L-8 as shown on the “Desert Oasis at Surprise Lancer Parcel – Phase I Map of dedication” as recorded in Book 819 of Maps, Page 49, records of Maricopa County, Arizona and lying within the Southeast quarter of Section 35, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast Corner of said Section 35, from which the South Quarter Corner of Section 35 bears South 89° 36' 46" West (Basis of Bearing) a distance of 2652.66 feet;

Thence North 00° 13' 52" West along the East line of said Section 35, a distance of 1019.24 feet;

Thence South 89° 45' 12" West a distance of 55.00 feet to the West line of the East 55.00 feet of the Southeast quarter of said Section 35 and the **POINT OF BEGINNING**;

Thence South 00° 13' 52" East along said West line a distance 569.38 feet;

Thence South 89° 36' 46" West a distance of 555.00 feet;

Thence South 00° 13' 52" East a distance of 385.00 feet to the North line of the South 65.00 feet of the Southeast quarter of said Section 35;

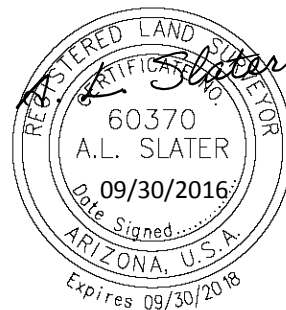
Thence South 89° 36' 46" West along said North line a distance of 35.86 feet;

Thence North 00° 24' 31" West a distance of 955.83 feet;

Thence North 89° 45' 12" East a distance of 593.83 feet to the **POINT OF BEGINNING**.

Containing 8.0825 acres

EPS Group Inc.
2045 S. Vineyard Avenue, Ste 101
Mesa, AZ 85210



ZONING EXHIBIT

A PART OF THE SOUTHEAST QUARTER OF SECTION 35,
T5N, R2W, G&S.R.B.M., MARICOPA COUNTY, ARIZONA

EAST QUARTER CORNER
SECTION 35, T5N, R2W
FOUND 2" BRASS CAP RLS 37174

EXISTING ZONING: **PLANNED AREA DEVELOPMENT**
EXISTING DESIGNATED LAND USE: COMMERCIAL
PROPOSED ZONING: **PLANNED AREA DEVELOPMENT**
PROPOSED DESIGNATED LAND USE: **MEDIUM DENSITY RESIDENTIAL**



PARCEL L7

PARCEL L8B
SUBJECT PROPERTY
8.0825 ACRES

PARCEL L8A



SOUTH QUARTER CORNER
SECTION 35, T5N, R2W
FOUND 3" BRASS CAP RLS 37934

SOUTHEAST CORNER
SECTION 35, T5N, R2W
FOUND 2" BRASS CAP RLS 37174

171ST AVENUE

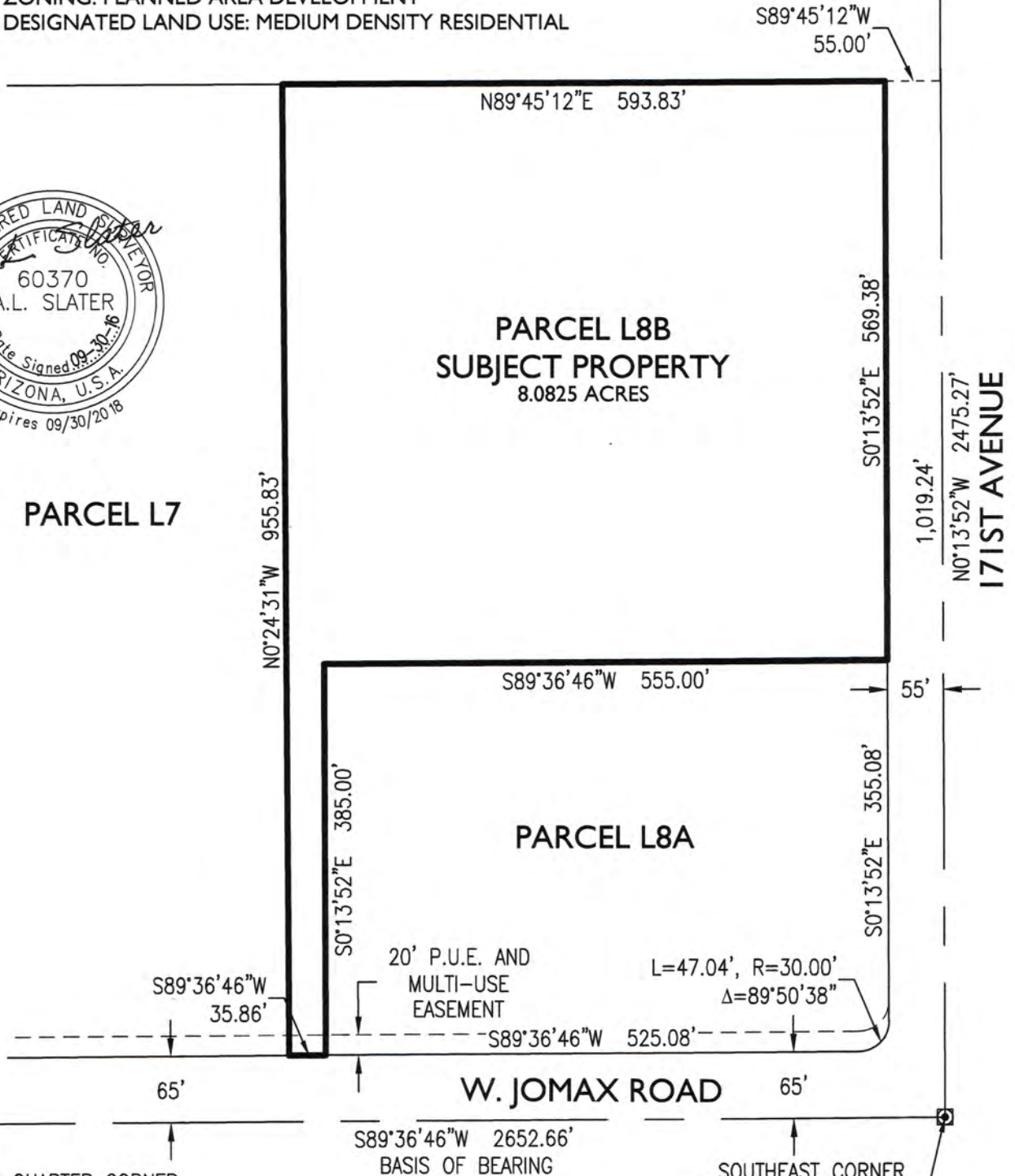


Exhibit “A-2”
Development Standards

The Project proposes MDR Development Standards that are the same as previously approved for the adjacent Lancer Parcel L7 DOAS PAD 99-129, except garage front setbacks for DOAS Lancer Parcel L7 and Parcel L8B shall be increased to minimum 20 feet behind sidewalk.

The remaining Commercial zoned Land (Lancer Parcel L8A) Development Standards will be the same as currently approved.

Construction of exterior walls, openings, projections and penetrations of dwellings and accessory structures shall meet all applicable building code requirements pertaining to fire-resistant construction.

Proposed MDR Development Standards

Min Standard	Lancer Parcel L7 MDR Development Standards	Proposed Lancer Parcels L7 & a portion of L8 (“L8B”) MDR Development Standards
Minimum Width	50’	50’
Minimum Lot Area	3,750 sf	3,750 sf
Minimum Lot Depth	75’	75’
Front Setback (Livable)	10’	10’
Front Setback (Garage)	8’	10’ ¹
Rear Setback (House)	10’	10’
Rear Setback (Garage)	3’	3’
Side Setback (House)	5’ / 5’	5’ / 5’ ²
Side Setback (Garage)	3’	3’
Street Side (House)	7’	7’
Street Side (Garage)	5’	5’
Building Coverage	55%	55%
Average Density	6 DU/AC	6 DU/AC

¹ Garage front setback maybe less than livable area as sided-loaded garage only. Otherwise, the Garage front setback will be a minimum of 20’ behind the sidewalk.

² Side yard setbacks may be encroached by chimneys and bay windows up to ½ the yard specified.



MIRANO AT DESERT OASIS

North Portion of Desert Oasis Lancer Parcel L8 aka L8B

1st Neighborhood Meeting Minutes

September 22, 2016 6:00pm

Development Team Attendees:

Kent Xander (KAX)

Joe Walsh (Walsh Design Group)

City Representative:

Sergio Angulo, City Planner (City of Surprise)

Meeting Summary:

On Thursday, September 22, 2016, a neighborhood meeting was held at Desert Oasis Elementary School to discuss a proposed rezone from Commercial to Medium Density Residential within the 890-acre Desert Oasis master planned community. The approximate 8 acre site (aka Lancer Parcel L8B) is located north on the northwest corner of Jomax Road and 171st. Avenue. Nadaburg Elementary School is adjacent to the north. Fourteen (14) neighbors attended the meeting (see attached sign-in sheet). Kent Xander led a formal discussion with the neighbors providing a review of the development request, which is to rezone the property from commercial to single-family residential and include it with the adjacent single family residential property to the west and process a preliminary plat for 106 lots. Two full size (24"x36") copies of the site plan and vicinity were on display for overview and discussion. Also, a comment sheet form was supplied to the neighbors but no submitted the form with questions or comments.

Primary questions and concerns expressed by the neighbors in attendance include the following:

Question: How come there is a change to the General Plan and changes can be made by developers?

Discussion: The City through their periodic update process can change the General Plan or developers can request changes to the General Plan. The City General Plan is drafted to allow flexibility to promote better City planning. Additionally, Desert Oasis PAD provides for flexibility to allow for better planning to Desert Oasis PAD. And, overtime, in this case 20 years, over 19 million square feet of commercial land has been planned for this area (SPA 2).

Question: Could a Walgreens come in on this site?

Discussion: Yes, however Walgreens owns 2-acres of vacant land on the NEC 163rd Avenue that they would be putting a store on before coming to this site.

Comment from the audience: One lady would rather see single family homes on this site than a Walmart on it if the site remained commercial.

Comment from the audience: It this gets changed from commercial to residential then others would want to come in and do the same thing.

Question: Could a 6-Pack residential plan similar to the KB project to the west be put on the east side of this site?

Discussion: Yes, but developer does not want to build that 6-Pack product. The developer understands from attending the KB project neighborhood meeting and heard the concerns of the neighbors.

Question: Are the garages going to be 2 car and what will be the size of the houses?

Discussion: The homes will have 2 car garages and the size will be from approximately 1,800 square feet to over 2,750 square feet and will be offering one and two story homes.

Comment: There was fear that the proposed 6 Pack plan proposed to the west will not completely be developed and site vacant.

Discussion: This was another reason that type of plan is not proposed for this site.

Question: Will there be a separate homeowner association for this development and will the residents be able to use existing swimming pool?

Discussion: This development will have its own homeowners association, but will have discussions with the existing Desert Oasis HOA to look at shared use of facilities. Mr. Xander had also indicated that the project has agreed to pay a school district roof top fee per unit to help with both school and park facilities.

Question: What is the timing of development?

Discussion: Need to go through the entitlement process, which may take over 6 months, then processing plans for approval, another 6 months. On-site grading may take place sometime late in 2017.

Question: Will there be on street parking?

Discussion: Yes, there will be on street parking. The streets in this development will be constructed to public street standards, which allows for parking on both sides of the street unlike the other street constructed in Desert Oasis which limit parking overnight and are narrower.

Conclusion:

The foregoing summarizes points of discussion and concerns expressed at this meeting. If there are any issues not recorded, or any discrepancies noted, please contact Kent Xander by telephone at 602-499-9305, or email at kxander@kaxgroup.com. We thank you for giving up a portion of your evening and meeting with us.

Neighborhood Meeting
Attendance Sheet

Parcel L8 at Desert Oasis

DATE: Thursday, September 22, 2016
Time: 6:00PM-7:00PM
Location: Desert Oasis Elementary School Library

	Name	Address	Phone
1.	MICHAEL SILVA	27089 N 172ND LN	623-544-0963
2.	Telecia & Somers	17687 W Molly Lane	623-594-2742
3.	CLIFF ARMAND	26828 176TH LN	303-523-7104
4.	STEPHANIE SWARNER	17287 W. FETLOCK TR.	805-448-2532
5.	Bill & Paula Coughlan	17519 W Buckhorn Tr.	630 201 1144
6.	EMANUEL & LYNDY SALIBA	17511 W BUCKHORN TRL	734 422 3541
7.	Charles & Grace Zeldman	17543 W. Buckhorn Tr.	(957)-549-0895
8.	Daisy Anderson	29516 N 175TH LN	623 693-2181
9.	Roland Winterhagen	16000 Civic Center Plaza	623-222-1301
10.	Lori Duryea	17367 W BAJADA DR	623 243-6952



**DEPARTMENT OF THE AIR FORCE
AIR EDUCATION AND TRAINING COMMAND**

16 August 2016

Mr. James R. Mitchell
Director, Community Initiatives Team
56th Fighter Wing
14185 West Falcon St.
Luke AFB AZ 85309-1629

Ms. Heather Donaldson
City of Surprise Planning Department
16000 North Civic Center Plaza
Surprise AZ 85374

Re: FS16-343; Mirano @ Desert Oasis Parcel 8

Dear Ms. Donaldson

Thank you for the opportunity to provide comments on the Major Zoning Amendment for the Mirano @ Desert Oasis PAD Parcel 8. Desert Oasis PAD of Surprise is an 890 acre mixed-use Master Planned Community. Parcel 8 is located at the northwest corner of 171st Avenue and Jomax Road and consists of approximately 12.6 acres of vacant Commercial zoned land. The site is located approximately 2.24 miles outside the Luke AFB Auxiliary Field #1 2004 65 Ldn, "high noise or accident potential zone." as defined by A.R.S. § 28-8461, and outside the "territory in the vicinity of a military airport" also defined by A.R.S. § 28-8461.

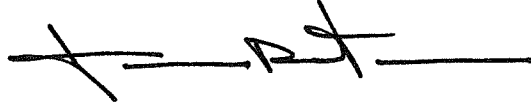
The purpose of this request is to amend Desert Oasis PAD by rezoning approximately 8 of the 12.6 acres of Parcel 8 from Commercial Zoning to Medium Density Residential Zoning. With a proposed plan to build 33 residential lots for a density of approximately 4.13 dwellings units per acre.

Luke AFB follows the guidelines in the Graduated Density Concept (GDC). The GDC proposes, in the absence of a more restrictive state, county or municipal general or comprehensive plan, graduating densities away from the 65 Ldn as follows: a maximum of 2 du/acre from the 65 Ldn to 1/2 mile, a maximum of 4 du/acre from 1/2 to 1 mile, and a maximum of 6 du/acre from 1 to 3 miles. The density of 4.13 du/ac meets these guidelines.

Even though Mirano @ Desert Oasis will be located outside the "territory in the vicinity of a military airport," due to its proximity it will be subjected to approximately 165 over flights a day, with some as low as 1,500 feet above ground level. We recommend you review the sound attenuation requirements found in A.R.S. § 28-8482. In addition, a strong notification program on the part of the applicant is essential to inform potential residents about Luke AFB operations.

If you have any questions, please contact my Community Planner, Ms. Barbara Plante at (623) 856-9981.

Sincerely

A handwritten signature in black ink, appearing to read 'JRM', followed by a horizontal line.

JAMES R. MITCHELL

cc:

Colonel David G. Shoemaker, Vice Commander, 56th Fighter Wing

Ms. Cindy L. Calderon, GS-13, General and Environmental Law Attorney, 56th Fighter Wing

NADABURG UNIFIED SCHOOL DISTRICT No. 81

"Quality Education: Every Student! Every Day!"

32919 Center Street, Wittmann, Arizona 85361 Phone: (623) 388-2100 Fax: (623) 388-2915

July 26, 2016

To Whom It May Concern:

I am in possession of the development plan for "Mirano" at Desert Oasis Case CR16-238 to amend and/or rezone the north 8 acres of Parcel L8 at Desert Oasis from Commercial to thirty-three (33) Medium Density Residential lots. The ultimate development plan for Mirano shows 106 residential lots built on Parcel L7 and the north 8 acres of Parcel L8 totaling 25 acres.

Nadaburg Unified School District has a proposed Agreement from the Owner of Parcel L7 concerning their intentions to enter into a School Donation Agreement.

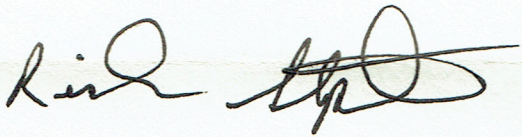
Mirano new homes will be within the attendance boundaries of the Nadaburg Unified School District No. 81, specifically Desert Oasis Elementary School located at 17161 W. Bajada Road, Surprise, Arizona.

Nadaburg Unified School District No. 81 has no objections to the proposed amendment or rezoning for Parcel 8 and final platting Parcel 7 and Parcel 8 together.

Mirano Case CR16-238 has the Nadaburg Unified School District's full support in commencing the development of this Project. The School has the capacity to house any new students who will attend as a result of this development.

Should you require further information, please do not hesitate to contact me.

Sincerely,



Rick Stephen
Superintendent

PUBLIC ENGAGEMENT FORM

PROJECT TITLE: FS16-343 Mirano at Desert Oasis

OVERALL PUBLIC INVOLVEMENT LEVEL:

The applicant held a Citizen Review meeting on September 22, 2016 at the Desert Oasis Elementary School, informational mailers were sent to properties within 300 feet of the project, and advertisements were posted in a local newspaper. Several residents from around the subject parcel attended.

IDENTIFY STAKEHOLDERS:

Property owners in the immediate area.

OBJECTIVES:

The PAD Amendment will allow for the development of 106 single-family homes on Parcels L7 and L8 of Desert Oasis.

PUBLIC ENGAGEMENT STRATEGIES & TOOLS:

Public Engagement & Project timeline:

Public outreach time frame (when to when) September 22, 2016 6:00pm - 7:00pm

Future Council Work Session/Meetings target dates 12/20/2016

Election dates (if applicable) N/A

Project start/completion dates N/A

Communication Tools and Technique options: (which do you plan to use?)

- ☐ Press releases
- ☒ Public meetings (video/photos, poster boards, fact sheet(s) *do you need Spanish version?)
- ☒ Presentations to boards and commissions, other interested community partners/stakeholders
- ☐ Third-party consultant/moderator (pending budget)
- ☐ Survey (online/paper/both?)
- ☐ Social media
- ☐ Surprise 11
- ☐ Notify Me email/ Council newsletters (opt-in audience)
- ☒ Paid advertising (pending budget)
- ☐ Surprise Progress (mailed quarterly and tied to print deadlines)
- ☐ Booth at city events
- ☒ Paid mailings (pending budget)
- ☐ Creation of a subcommittee/task force
- ☐ Youth/adult activities, registration, or orientation (HOA Academy)
- ☐ Website updates



FS16-343

**Mirano at Desert Oasis Parcel 8
Major PAD Amendment**

City Council

December 20, 2016

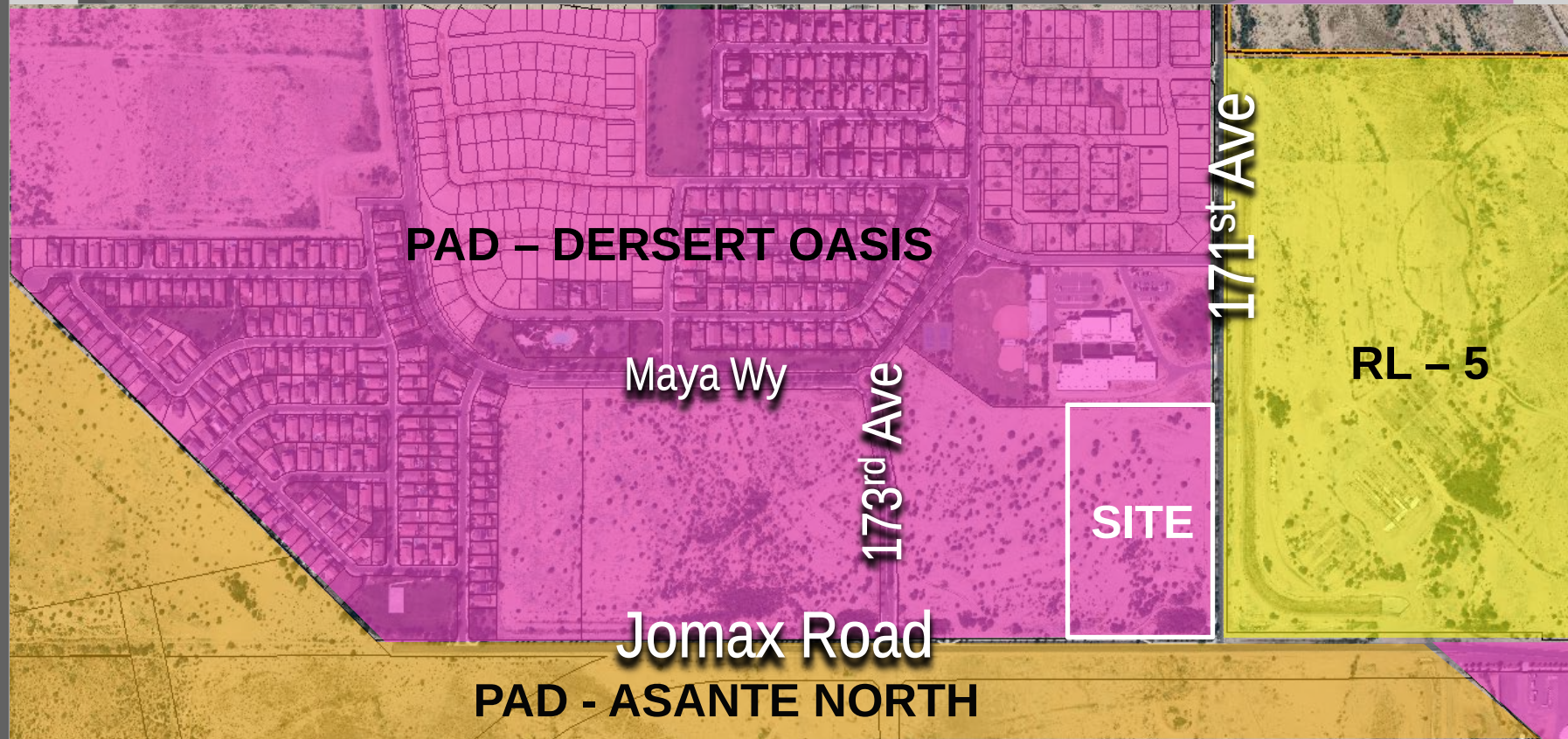
Vicinity Map



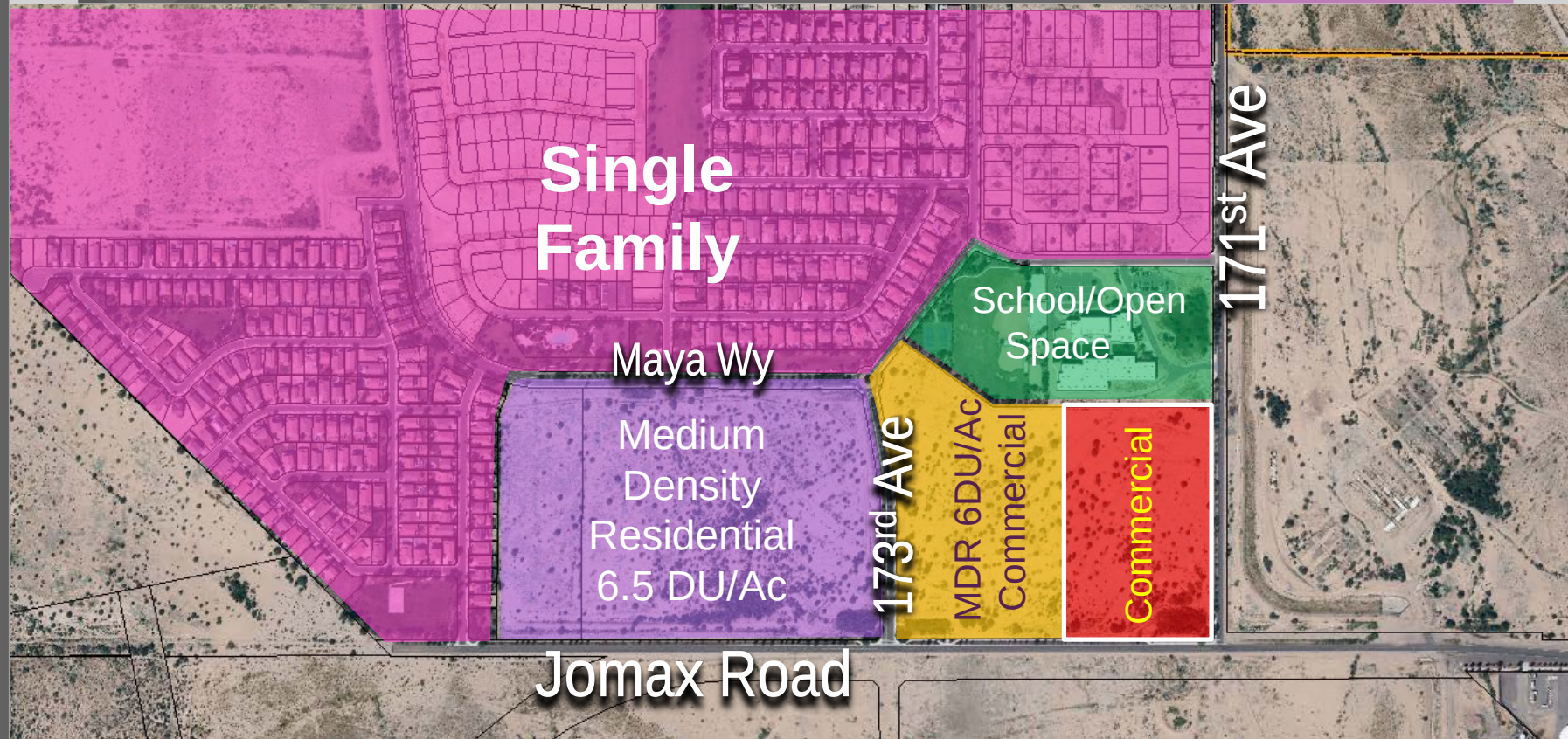
Vicinity Map



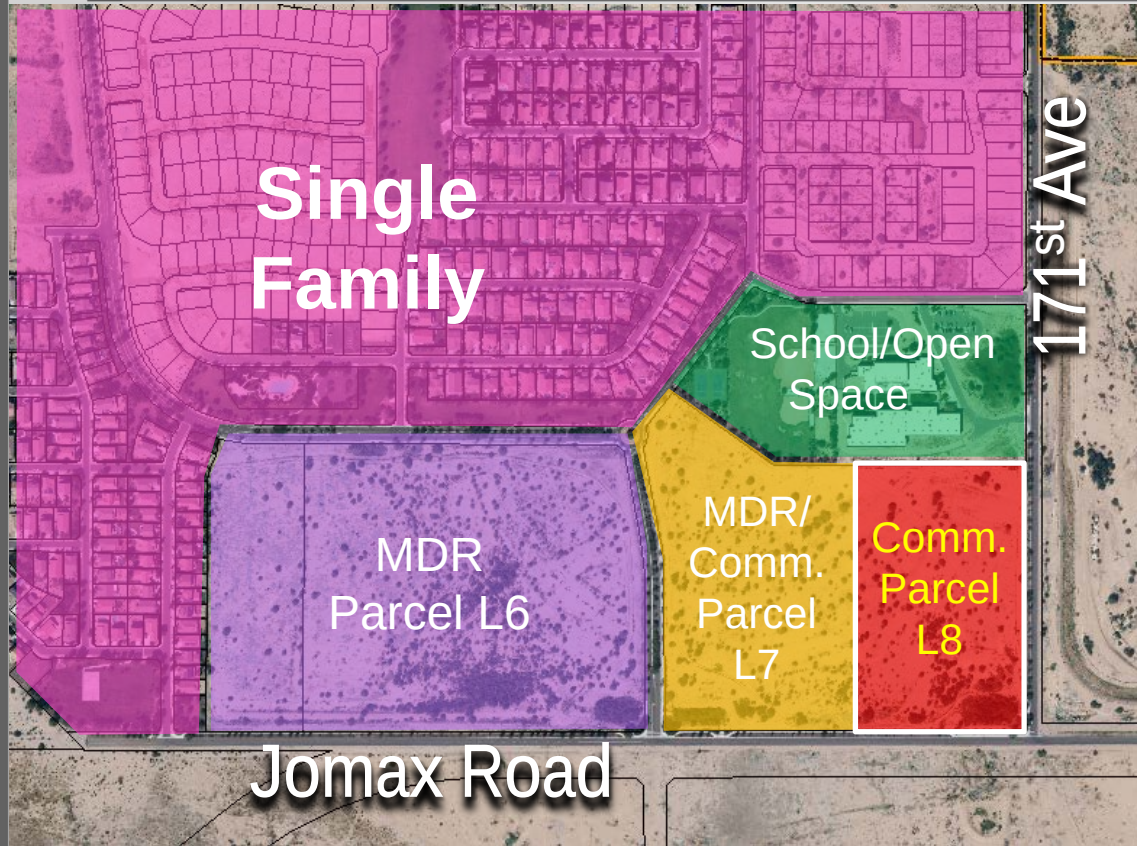
Existing Zoning



Existing PAD Land Use Map



PAD Allowed Uses

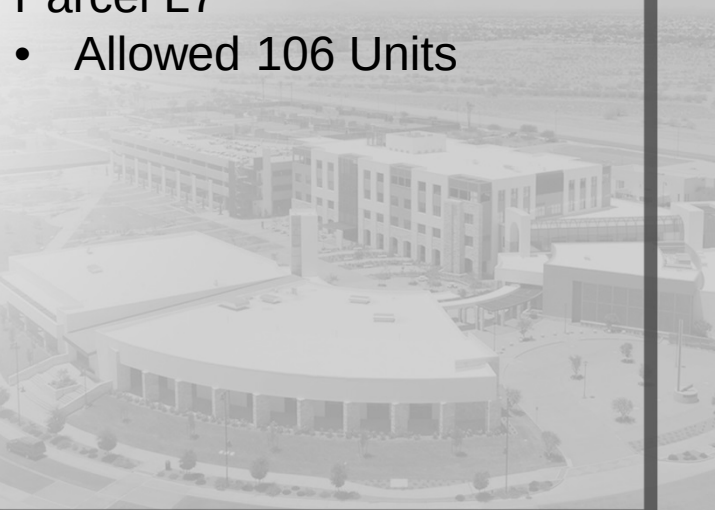


Medium Density Residential Parcel L6

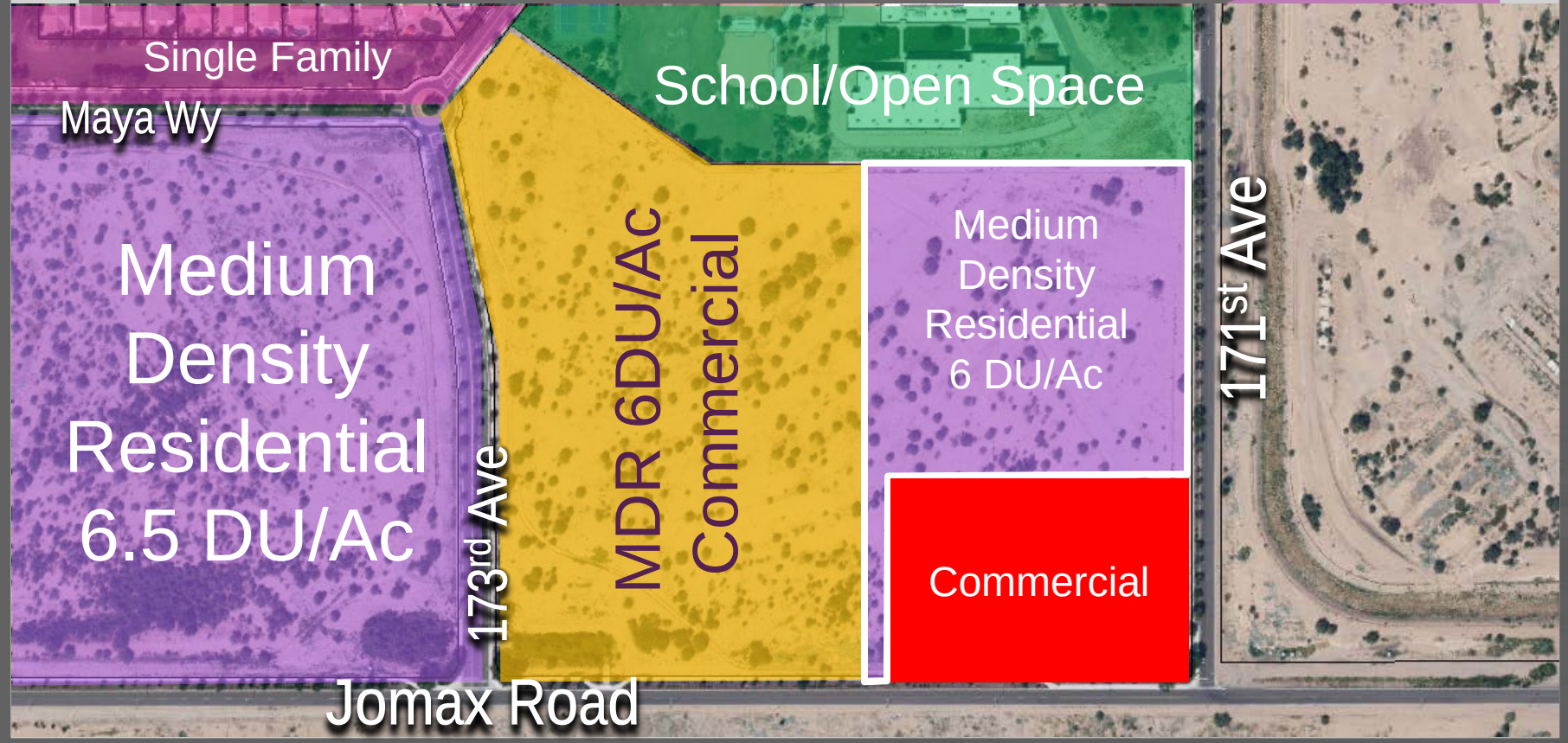
- Allowed 316 Units
- Preliminary Plat
Approved 269

Parcel L7

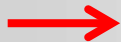
- Allowed 106 Units



Proposed PAD Land Use Map



Only change



	Existing	Proposed
Lot Size		
Minimum Lot Area	2,500 S.F.	2,500 S.F.
Minimum Lot Width	35'	35'
Minimum Lot Depth	72'	72'
Setbacks		
Front (Livable)	10'	10'
Front (Garage)	18'	20'
Front (Side Loaded Garage)	8'	10'
Rear (House)	10'	10'
Rear (Garage)	3'	3'
Side (House)	5'/5'	5'/5'
Side (Garage)	3'	3'
Street Side (House)	7'	7'
Street Side (Garage)	5'	5'
Lot Coverage	55%	55%
Density	6 DU/Ac	6 DU/Ac



CITIZEN OUTREACH

Citizen Outreach Meeting

- September 22, 2016

Concerns

- Traffic
 - Issues on Jomax Rd and 163rd Ave
- Conserving Nature & Open Space
- Do not want cluster homes (4-packs, 6-packs)

Support

- Prefer smaller scale commercial than a big box store.



P&Z Hearing

P&Z Commission Hearing

- December 1, 2016

Recommendation:

- Approval





SURPRISE

ARIZONA

**QUESTIONS OR
COMMENTS?**

Thank You

ORDINANCE 2016-31

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING A MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT TO THE DESERT OASIS AT SURPRISE PAD TO REZONE 8.08 ACRES FROM PAD-COMMERCIAL TO PAD-MEDIUM DENSITY RESIDENTIAL WITHIN PARCEL L8, AND TO AMEND CERTAIN DIMENSIONAL STANDARDS WITHIN PARCEL L7 AND PARCEL L8-B, LOCATED ON THE NORTHWEST CORNER OF JOMAX ROAD AND 171ST AVENUE.

WHEREAS, this Ordinance was properly noticed for public hearing and the necessary hearings and opportunity for public input were completed;

WHEREAS, the subject site is located on the northwest corner of Jomax Road and 171st Avenue;

WHEREAS, the subject site is zoned Planned Area Development (PAD);

WHEREAS, the land use designation of the subject site is Commercial and is being changed to Medium Density Residential;

WHEREAS, within Parcel L7 and Parcel L8, the required front setback for front-loaded garages will change from eighteen (18) feet to twenty (20) feet and the required front setback for side-loaded garages will change from eight (8) feet to ten (10) feet;

WHEREAS, the proposed use of the subject site requires modification of the applicable zoning regulations;

WHEREAS, the proposed PAD Amendment satisfies the requirements set forth in Chapter 122 of the Surprise Municipal Code;

WHEREAS, this PAD Amendment is in harmony with the purposes and intent of the zoning ordinance and the Surprise General Plan; and

WHEREAS, on December 1, 2016, the Planning and Zoning Commission recommended approval of the Major PLANNED AREA DEVELOPMENT (PAD) Amendment to the Desert Oasis At Surprise PAD to REZONE 8.08 acres from PAD-COMMERCIAL to PAD-MEDIUM DENSITY RESIDENTIAL within PARCEL L8, and to increase certain front setbacks within Parcel L7 and Parcel L8-B.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows:

Section 1. The parcel legally described on Exhibit A and depicted on Exhibit B, known as “Desert Oasis at Surprise Parcel L8-B” is rezoned from PLANNED AREA DEVELOPMENT (PAD) – COMMERCIAL to PLANNED AREA DEVELOPMENT (PAD) – MEDIUM DENSITY RESIDENTIAL and within Parcel L7 and Parcel L8-B, the required front setback for front-loaded garages will change from eighteen (18) feet to twenty (20) feet and the required front setback for side-loaded garages will change from eight (8) feet to ten(10) feet.

Section 2. *Amendment of Zoning Map.* The City of Surprise zoning map is herewith amended to reflect the change in districts referred to in Section 1 above.

Section 3. *Codification.* This Ordinance is not of a general nature and shall not be codified.

Section 4. *Repeal of Conflicting Ordinances.* All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, upon the effective date of this Ordinance.

Section 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 6. *Effective Date.* This ordinance shall become effective at the time and in the manner prescribed by law.

APPROVED AND ADOPTED this _____ day of _____ 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney

EXHIBIT A – LEGAL DESCRIPTION FOR PROPERTY

LEGAL DESCRIPTION

MIRANO COMMERCIAL DEVELOPMENT – ZONING AREA

That portion of Parcels L-7 & L-8 as shown on the "Desert Oasis at Surprise Lancer Parcel - Phase I Map of Dedication" as recorded in Book 819 of Maps, page 49, records of Maricopa County, Arizona and lying within the Southeast quarter of Section 35, Township 5 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Southeast quarter corner of said Section 35, from whence the South quarter corner of Section 35 bears South 89° 36' 46" West (Basis of Bearings) a distance of 2652.66 feet;
Thence North 00° 13' 52" West along the East line of said Section 35 a distance of 1019.24 feet;
Thence South 89° 45' 12" West a distance of 55.00 feet to the West line of the East 55.00 feet of the Southeast quarter of said Section 35 and the **POINT OF BEGINNING**;
Thence South 00° 13' 52" East along said West line a distance of 569.38 feet;
Thence South 89° 36' 46" West a distance of 555.00 feet;
Thence South 00° 13' 52" East a distance of 365.00 feet to the North line of the South 85.00 feet of the Southeast quarter of Section 35;
Thence South 89° 36' 46" West along said North line a distance of 35.93 feet;
Thence North 00° 24' 31" West a distance of 935.83 feet;
Thence North 89° 45' 12" East a distance of 593.83 feet to the **POINT OF BEGINNING**.

Containing 8.0662 acres



Land Survey Services PLC
3160 N. 302nd Lane
Buckeye, AZ 85396

Expires 3-31-2019

Job No. 16009

EXHIBIT B – DEPICTION OF THE PROPERTY TO BE RE-ZONED

ZONING EXHIBIT

A PART OF THE SOUTHEAST QUARTER OF SECTION 35,
T5N, R2W, G.&S.R.B.M., MARICOPA COUNTY, ARIZONA

PREPARED BY:
LAND SURVEY SERVICES, PLC
3160 N. 302ND LANE
BUCKEYE, AZ 85396
PHONE 602.703.7010

E1/4 COR SEC 35
FND 2" BRASS
CAP "LS 37174"

S89°45'12"W
55.00'

N89°45'12"E 593.83'

ZONING: PLANNED AREA
DEVELOPMENT (PAD)

LAND USE: MEDIUM
DENSITY RESIDENTIAL
(MDR)

8.0662 ACRES

569.38'

S00°13'52"E

2475.27'

AVENUE

1019.24'

N00°13'52"W

171ST

935.83'

N00°24'31"W

S89°36'46"W
35.93'

S00°13'52"E 365.00'

S89°36'46"W 555.00'

R=30.00'
T=29.92'

S89°36'46"W 525.08'

55'

85'

JOMAX

ROAD

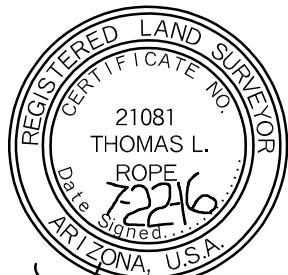
85'

S1/4 COR SEC 35
FND 3" BRASS
CAP "LS 37934"

S89°36'46"W
BASIS OF BEARINGS

2652.66'

SE COR SEC 35
FND 2" BRASS
CAP "LS 37174"



Thomas L. Rope
Expires 3/31/2019





CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 20, 2016	Contact Person:	Terry Young, Police Chief
Submitting Department:		District:	Citywide
Staff Recommendations:	No Action		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Presentation and discussion on the launch a safe driving campaign in the City of Surprise in January 2017.

Motion:

No action.

Background:

The City of Surprise Police Department in conjunction with the Surprise Public Works Department, Communications Department and Economic Development Department is recommending the launch of a safe driving campaign in the City of Surprise. This presentation will indicate the need for, the City's strategy relative to, the projected roll out date of, and the financial impact of the recommended safe driving campaign.

Objective Analysis:

The City of Surprise has recently had an increase in the average number of traffic accidents per month and continually receives feedback from our residents regarding traffic safety concerns. Recognizing that enforcement alone cannot adequately address these concerns, this campaign is designed to be a sustainable, comprehensive approach to create a culture of safe driving in the City of Surprise.

Policy Compliant:

A basic purpose of the existence of the City is to protect and provide a safe environment within which to live. Highway safety and a reduction in the number of accidents naturally flow from this purpose and both of these are supported by this traffic campaign.

Financial Impact:

None projected for general fund. Associated costs will be funded through the Police Department's Towing Fund.

Budget Impact:

All of the monies for this program would come from Police Department's Towing Fund. There will be no other budget impact.

FTE Impact:

This program would not impact the City's current number of FTEs.

ATTACHMENTS:

Click to download

☐ [Drive Wise, Surprise](#)



DRIVE WISE, SURPRISE

Sustainable, Traffic Safety Campaign

DRIVE WISE, SURPRISE



- Collaborative effort between:
 - Police Department
 - Communications Department
 - Public Works Department
 - Community Development



DRIVE WISE, SURPRISE

Identified Need



- Response to our residents' public safety needs and priorities
- Review of collision data supports their feedback

5-Year Collision Data

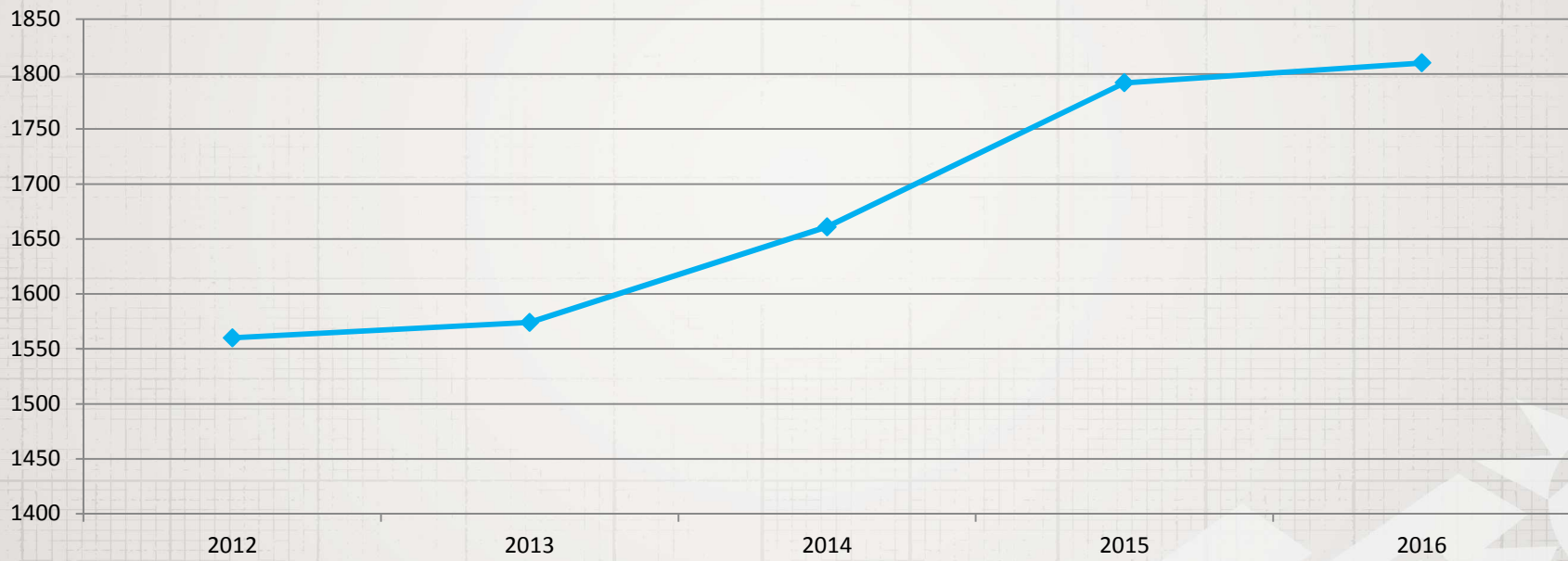


Year	Fatal	Injury	Non-Injury/Prop Damage	Hit & Run	Non Reportable	Total
2012	4	280	852	218	206	1560
2013	2	233	889	246	204	1574
2014	0	238	914	316	193	1661
2015	0	253	992	339	208	1792
2016	3	216	1076	324	191	1810

5-Year Collision Data



Total Accidents



DRIVE WISE, SURPRISE

Purpose



- Traffic safety, much like property crime reduction, cannot be achieved through enforcement alone.
- Goal of campaign is to create a sustainable culture of safe driving in the City of Surprise.

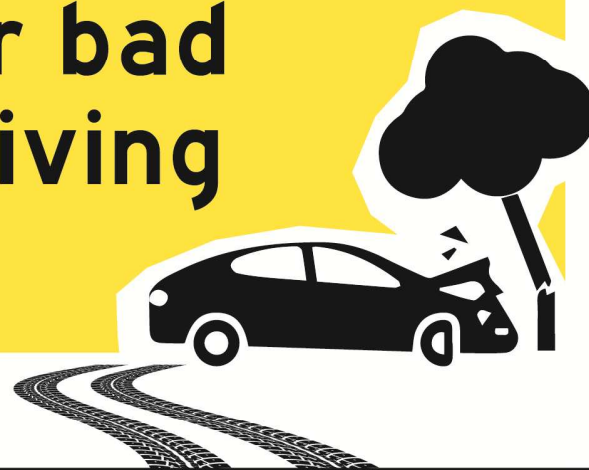
DRIVE WISE, SURPRISE

Comprehensive Approach



- Street signs
- Public service announcements
- Media engagement
- Social media messaging
- Ads and various other marketing tools
- Increased enforcement and addition of speed trailers

**There's no
autocorrect
for bad
driving**



**Drive Wise,
Surprise**



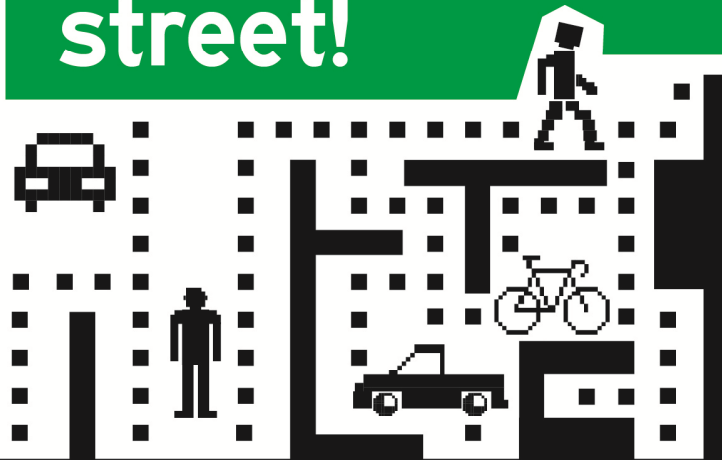
**What are you
missing?**



**Drive Wise,
Surprise**



**Don't compete.
Share the
street!**



**Drive Wise,
Surprise**



There's no
need for
speed



Drive Wise,
Surprise



**Tailgating is
only fun in
sports**



**Drive Wise,
Surprise**



DRIVE WISE, SURPRISE

Financial Impact



- No impact to general fund
- Associated costs will be funded through ARS 28-3511 fund.

DRIVE WISE, SURPRISE

Anticipated Roll Out



- Late January 2017 – Media and social media release along with initial installation of signs in key locations.
- There is no end date as this is intended to be a sustainable, on-going campaign



Comments & Questions

Thank you!



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	December 20, 2016	Contact Person:	Mike Donovan
Submitting Department:	Police	District:	Citywide
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to acceptance of a U.S. Department of Justice Community Oriented Policing Services Hiring Program Grant in the amount of \$250,000 for the hiring of two police officers; Resolution # 2016-131.

Motion:

I move to approve Resolution # 2016-131.

Background:

The Department of Justice (DOJ) has awarded the Surprise Police Department with a 2016 Community Oriented Policing Services (COPS) Hiring Program Grant in the amount of \$250,000 for the hiring of two police officers for the Community Relations/Crime Prevention Unit. The grant must be used to initiate or enhance community policing activities with either the newly hired officers funded by this grant or the redeployment of veteran officers to implement the community policing strategy after hiring the additional entry-level officers with the COPS grant funds.

Objective Analysis:

With the many programs and details the Community Relations/Crime Prevention Unit is responsible for, there is a growing need for additional personnel to better serve our community. These two (2) additional sworn personnel will provide the Police Department the ability to enhance those programs our community is already accustomed to, as well as implement additional programs and services. We will be able to reach a greater number of citizens and business partners, building on our existing community partnership foundation.

The Police Department's emphasis on community partnerships and education is our focus for reducing crime. The use of Crime Prevention Through Environmental Design (CPTED), Crime Free Multi Housing, public forums and workshops, and proactive events are effective tools that the Surprise Police Department utilizes. Currently, our Community Relations/Crime Prevention Unit's ratio of officers per 1,000 residents is currently 1:42 per officers for programs and outreach. The addition of two more officers assigned to the unit will reduce the number of citizens-to-officer ratio per thousand to approximately 1:25 per officer. This reduction in span of control will allow for more personal contact

with the community, and enhances the unit's capabilities.

Goal: Educating and empowering the public and business partners to increase awareness and to minimize victimization.

Policy Compliant:

The grant objectives are consistent with the City and Council policy and practice of supplementing the General Fund budget through use of grant funds when reasonable to do so. In addition, acceptance and utilization of these grant funds will better prepare the City to deal with unusual circumstances in the future and this is consistent with City and Council policy and practice of preparation.

Financial Impact:

This grant will span three fiscal years (FY2018, FY2019, and FY2020). The grant award includes \$250,000 with a \$289,639 match requirement. The City will use the \$250,000 grant award for a portion of full-time salaries and employee related expenses (ERE).

The General Fund expenses that will be incurred as a result of this action are estimated at \$190,000 in FY2018 which includes \$89,200 in one-time vehicle and equipment expenses; \$106,600 in FY2019; and \$169,000 in FY2020 for a total General Fund contribution of \$465,600. In FY2021, the City will assume the full cost of the two new positions which is estimated at \$214,700.

Budget Impact:

The \$250,000 grant award and the associated \$190,000 in FY2018 General Fund expenses will be included as part of the FY2018 Recommended Budget.

FTE Impact:

Acceptance of this grant will result in the addition of two FTEs within the Police Department which will be included as part of the FY2018 Recommended Budget.

ATTACHMENTS:

Click to download

- ☐ [U.S. Dept of Justice 2016 COPS Hiring Program Award Letter](#)
 - ☐ [US DOJ 2016 COPS Hiring Program Grant](#)
 - ☐ [Resolution 2016-131 Finance Approved](#)
 - ☐ [Presentation w/ Financial Impact](#)
-

Sent from my iPhone

Begin forwarded message:

From: "Office of Community Oriented Policing Services (COPS)"
<copsusdoj@service.govdelivery.com>
Date: October 3, 2016 at 6:45:30 AM PDT
To: <terry.young@surpriseaz.gov>
Subject: Re: COPS Hiring Program Award - LE
Reply-To: <copsusdoj@service.govdelivery.com>



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

October 3, 2016

Chief of Police Terry Young
Surprise Police Department
14250 West Statler Plaza, suite 103
Surprise, AZ 85374

Re: COPS Hiring Program Award #2016UMWX0122
ORI#: AZ00727

Dear Chief of Police Young:

Congratulations! On behalf of Attorney General Loretta E. Lynch, I am pleased to inform you that the Office of Community Oriented Policing Services (COPS Office) has approved your agency for 2 officer positions under the 2016 COPS Hiring Program (CHP). The estimated amount of federal funds to be awarded to your jurisdiction over the three-year award period is \$250,000. Your local cash match will be \$289,639. Your agency may use CHP award funding to hire new officers or rehire officers who have been laid off or are scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official award

start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office.

To officially accept and begin your CHP award, your agency must access the COPS Office website at www.cops.usdoj.gov and select the Account Access link in the upper-right corner to log in, review, and electronically sign the Award Document (including Award Terms and Conditions) and any special conditions as applicable. If your agency was awarded funding for School Resource Officers (SRO), a Memorandum of Understanding (MOU) must be signed by the law enforcement executive and designated representative for the school/school district and submitted to the COPS Office for review. More details about the process and deadline for MOU submission will be provided in a subsequent document. In addition, *COPS Office-funded SROs are required to complete a National Association of School Resource Officers (NASRO) Basic School Resource Officer Course no later than nine months after the date shown on the this letter.* More details about the mandatory training will be provided in a subsequent document. These documents, along with your Award Document and official Award Congratulatory Letter, will be placed in your online account on or around October 1, 2016.

To electronically sign your Award Document, the appropriate Account Roles with E-Signature and User Permissions must be established and assigned in the COPS Office Agency Portal. The Agency Portal Instruction Manual, currently available on the COPS Office website at <http://cops.usdoj.gov/pdf/UserGuide.pdf>, has been enhanced to include a Quick Step Guide. This guide will provide your agency with all of the information needed to successfully establish Account Roles and assign User Permissions in preparation to sign the Award Document, as well as manage many aspects of your CHP award online. Please review and follow these steps carefully as this is the only method for signing your Award Document.

The CHP award start date is **September 1, 2016**. Therefore, your agency can be reimbursed for allowable and approved expenditures made on or after this date. Please be advised that some of your requested items may not have been approved by the COPS Office during the budget review process. When you receive your award package, please carefully review your Financial Clearance Memorandum (FCM) to determine your approved budget, as award funds may only be used for approved items. The FCM will specify the final award amount and will identify any disallowed costs. We strongly encourage you to immediately visit CHP web page at <http://cops.usdoj.gov/Default.asp?Item=2367> and access a supplemental online award package that contains a variety of important and helpful documents that will assist you with the implementation of your award, including the 2016 CHP Award Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your award. Please print out a copy of your application and maintain it with your award file records.

As a reminder, all positions awarded under CHP (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing strategy described within Section 6 of your application. If, for any reason, your agency finds that your community policing strategies have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing strategies), please revise the strategy accordingly and submit it to the COPS Office for review and approval.

As part of 2016 CHP, your agency will be required to submit quarterly Federal Financial Reports (SF-425) as well as quarterly program progress reports. CHP award recipients should be prepared to track and report CHP funding separately from other funding sources (including other COPS Office and federal awards) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHP funding and ensure that its use is consistent with the award terms and conditions.

Also, please remember that CHP award recipients must retain all sworn officer positions funded under the 2016 CHP award for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the award. In your 2016 CHP application, your agency was required to affirm that it plans to retain the additional officer positions funded following the expiration of the award, and to identify the planned sources of retention funding. If, during the life of the award, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

We look forward to working with your agency in a productive partnership to further your community policing efforts. If you have any questions about your award, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 800-421-6770.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Davis", is positioned above the printed name.

Ronald L. Davis
Director



COPS Office Grant Application

AZ00727

Surprise Police Department



COPS
Community Oriented Policing Services
U.S. Department of Justice

SECTION 1: COPS OFFICE GRANT PROGRAM REQUEST

Federal assistance is being requested under the following COPS Office program:

Verify the COPS Office grant program for which you are requesting federal assistance. A separate application must be completed for each COPS Office program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Office Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

- ☒ Law Enforcement
☐ Non-Law Enforcement

From the list below, please select the type of agency which best describes the applicant.

Law Enforcement Entities

Municipal Government

2A. CHP Eligibility Questions

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department that is operational as of June 20, 2016, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

Part I. Law Enforcement Agency Operations

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes

Part II. Contracting to Receive Law Enforcement Services

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No

Part III. Law Enforcement Agency Authority

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes

SECTION 3: GENERAL AGENCY INFORMATION**A. Applicant ORI Number AZ00727**

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

B. Applicant Data Universal Numbering System (DUNS) Number: 0216489360000

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

C. System for Award Management (SAM)

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. The U.S. Department of Justice requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at <http://www.sam.gov>.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Office Application Guide.

Your SAM Registration is set to expire on: 06/20/2017

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2016, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at <http://www.sam.gov>

D. Geographic Names Information System (GNIS) ID: 2412016

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

E. Cognizant Federal Agency: Department of Housing and Urban Development

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget. Applicants that have never received federal funding should select "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From 07/01/2016 to 06/30/2017

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time:

Part-Time:

H. Civilian Staffing

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time:

Part-Time:

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal grants that support the same or similar activities or services for which grant funding is being requested under this application.

Be advised that as a general rule COPS Office grant funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active grant with any other federal funding source (e.g. direct federal funding or indirect federal funding through state sub awarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. (check all that apply):

Bureau of Justice Assistance (BJA)

- ☐ Pending Application
☐ Active Grant

Office of Justice Programs (OJP)

- ☐ Pending Application
☐ Active Grant

Office of Juvenile Justice and Delinquency Prevention (OJJDP)

- ☐ Pending Application
☐ Active Grant

Office on Violence Against Women (OVW)

- ☐ Pending Application
☐ Active Grant

National Institute of Justice (NIJ)

- ☐ Pending Application
☐ Active Grant

Office for Victims of Crime (OVC)

- ☐ Pending Application
☐ Active Grant

Other U.S. Department of Justice Funding

- ☐ Pending Application
☐ Active Grant

Other Federal or State Sub-awarded Funding

- ☐ Pending Application
☐ Active Grant

☒ No Federal or State Sub-awarded Funding

SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., chief executive officer, president, chairperson, director) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position will ultimately be responsible for the programmatic implementation of the award. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal

account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Chief of Police

First Name: Terry MI: Last Name: Young Suffix:

Agency Name: Surprise Police Department

Street1: 14250 West Statler Plaza

Street2: Suite 103

City: Surprise State: AZ Zip / Postal Code: 85374

Telephone Number: 6232224020 Fax: 6232224008 Email: terry.young@surpriseaz.gov

Edit Contact Information

If your agency previously indicated in Section 2, that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services), then question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Office Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

B. Government Executive/Financial Official Information:

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., mayor, city administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., chief financial officer, treasurer). If the grant is awarded, this position will ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: City Manager

First Name: Bob MI: Last Name: Wingenroth Suffix:

Agency Name: Surprise Police Department

Street1: 16000 North Civic Center Plaza

Street2:

City: Surprise State: AZ Zip / Postal Code: 85374

Telephone Number: 6232221101 Fax: 6232221021 Email: bob.wingenroth@surpriseaz.gov

Edit Contact Information

C. Application Contact Information:

Application Contact: Enter the application contact's name and contact information.

Title:

Lieutenant

First Name:

Mike

MI:

Last Name:

Donovan

Suffix:

Select One...

Agency Name:

City of Surprise Police Department

Street1:

14250 West Statler Plaza

Street2:

Suite 103

City:

Surprise

State:

AZ

Zip / Postal Code:

85374

Telephone Number:

6232224260

Fax:

Email:

mike.donovan@surpriseaz.gov

SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST

Part I

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Number of officers employed by your agency as of the date of this application:

Full-Time:

133

Part-Time:

3

What is the actual population your department serves as the primary law enforcement entity?

128422

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2016 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer officers may apply for one (1) officer position. Agencies with a service population of 1 million or more may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2016 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as school resource officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME school resource officers. Applicants in this focus area are encouraged to refer to Recommendation 4.6 in the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/TaskForce_FinalReport.pdf] Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities. The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the grantee will agree that any officers deployed while implementing School-based Policing under the COPS Hiring Program grant may not be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. Grantees using CHP funding to hire or deploy school resource officers into schools agree that a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from the date shown on the award congratulatory letter. Implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Focus" as your focus area.

Is your agency requesting that all of these officer positions be deployed as school resource officers (SROs)?

☐ No

Based on the information provided in this application:

Your agency is eligible to apply for up to the number of officer position(s) shown below.

7

How many entry-level, full-time officer positions is your agency requesting in this application?

2

IMPORTANT: If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to

(a) hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.

(b) rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.

(c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Category A Request:

2

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action
--------------------	--	--------

Add a New Officer Layoff

Total Category C Request: 0

Part 3

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2016 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

Re-Hires

Lay Off

Part 4

1. Under the 2016 COPS Hiring Program, applicants are not required to hire post-September 11, 2001 military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

☒ Yes☐ No

If yes, how many officer position(s) from your total 2016 CHP request does your agency anticipate filling with post-September 11, 2001 military veterans?

Part 5

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training. This information will not be used in the scoring/evaluation of your application.

1. On average how many hours of IN-SERVICE (non recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours) De-escalation of conflict (hours) Racial and ethnic bias that includes elements of implicit/unconscious bias (hours) Gender bias in response to domestic violence and sexual assault (hours) Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours) Community engagement (e.g., community policing and problem solving)(hours)

2. Does your agency administer a police training academy?

SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY**Community Policing Strategy**

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is initiating or enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding this definition.

Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding these sub-elements.

Community Partnerships:

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

- Other Government Agencies
- Community Members/Groups
- Non-Profits/Service Providers
- Private Businesses
- Media

Organizational Transformation:

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

Agency Management

- Climate and culture
- Leadership
- Labor relations
- Decision-making
- Strategic planning
- Policies
- Organizational evaluations
- Transparency

Organizational Structure

- Geographic assignment of officers
- Despecialization
- Resources and finances

Personnel

- Recruitment, hiring and selection
- Personnel supervision/evaluations
- Training

Information Systems (Technology)

- Communication/access to data
- Quality and accuracy of data

Problem Solving:

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
	☒	☒

Q1a. The agency mission statement, vision, or goals includes references to:		
Q1b. The agency strategic plan includes specific goals or objectives relating to:	☒	☒
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	☒	☒
Q1d. Annual line officers evaluations assess performance in:	☒	☒
Q1e. Line officers receive regular (at least once every two years) training in:	☒	☒

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- ☒ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- ☒ Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
- ☒ In-service training for officers on basic and advanced community policing principles
- ☐ Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- ☐ Alternatives to formal disciplinary practices that encourage ethical behavior
- ☐ None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- ☒ Response times
- ☒ Reported crimes
- ☒ Reported incidents
- ☒ Arrests and citations
- ☒ Problem solving outcomes
- ☒ Department employee satisfaction
- ☒ Clearance rates
- ☒ Complaints of officer behavior
- ☒ Reduction of crime in identified hot spots
- ☒ Repeat calls for service
- ☒ Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)
- ☒ Satisfaction with police services
- ☐ Fear of crime
- ☐ Victimization (i.e., non-reported crime)
- ☒ Community meetings held/attended
- ☒ Use of force incidents
- ☒ Meeting the priorities as identified in your agency strategic plan
- ☐ My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- ☒ Neighborhood, beat, and/or school meetings
- ☒ Local media outlets
- ☒ Agency newsletter
- ☒ Neighborhood newsletters
- ☒ Agency website
- ☒ Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
- ☐ Citizen alert system (telephone, email, text, etc.)
- ☐ Citizen alert system that is geographically targeted, based on updated hot spots
- ☒ Public access television/radio
- ☒ Community organization board membership
- ☐ Public forums with chief/sheriff/command staff
- ☒ Posters, billboards, flyers
- ☐ None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check all that apply.

- ☐ Citizen police academies
- ☒ Volunteer activities
- ☐ Auxiliary police programs
- ☐ Civilian review boards (i.e., disciplinary review boards)
- ☐ Citizen advisory groups (i.e., informal advisory function)
- ☐ Involvement in hiring decisions (interview panels, selection boards, etc.)

- ☐ Involvement in contributing to annual line officer performance reviews
- ☐ Representation on promotional boards
- ☐ Participation in accountability and performance reporting and tracking meetings
- ☐ Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)
- ☐ None of the above

II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships

COPS Office grants must be used to initiate or enhance community policing activities with either the newly hired officers funded by this grant program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office grant funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may select one problem/focus area to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

Child and Youth Safety Focus

- ☐ Child Sexual Predators and Internet Safety
- ☐ Children Exposed to Violence
- ☐ Youth Crime and Delinquency

Child and Youth Safety Focus

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy school resource officers and address problems in and around primary and secondary schools.

Please specify the areas the school resource officer(s) would address (check all that apply):

- ☐ Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- ☐ Develop or expand crime prevention efforts for students;
- ☐ Educate youth in crime prevention and safety;
- ☐ Develop or expand community justice initiatives for students;
- ☐ Train students in conflict resolution, restorative justice, and crime awareness;
- ☐ Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- ☐ Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- ☐ Other Area

(Please Specify Other Area)

- ☐ Other Child and Youth Safety Focus (please specify)

Drug Related Problems

- ☐ Drug Manufacturing/Trafficking
- ☐ Drug Dealing
- ☐ Drug Abuse
- ☐ Other Drug Related Problem (please specify)

Homeland Security Problems

- ☐ Protecting Critical Infrastructure Problems
- ☐ Information or Intelligence Problems
- ☐ Other Homeland Security Problem (please specify)

Non-Violent Crime Problems

- ☐ Burglary
- ☐ Fraud
- ☐ Larceny/Theft (Non-Motor Vehicle)
- ☐ Motor Vehicle Theft/Theft from Motor Vehicle
- ☐ Vandalism
- ☐ Social Disorder
- ☐ Quality of Life Problem

- ☐ Prostitution
- ☐ Other Non-Violent Crime Problem (please specify)

Building Trust Applicants selecting any of the following Building Trust Focus Areas are encouraged to refer to the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf]

- ☐ Impartial Policing
- ☐ Transparency
- ☐ Fairness and Respect
- ☒ Community Engagement

If selected: Please specify your community engagement focus; for example: community outreach mechanisms (i.e. website, social media, reverse 311), regular or effective community meetings, and interaction with or knowledge about community stakeholders.

Continued and enhanced community engagement through our social media platforms (Facebook, Twitter, You Tube) and commu

- ☐ Diversifying Police Departments
- ☐ Other Building Trust Focus (please specify)

Traffic/Pedestrian Safety Problems

- ☐ Traffic Congestion
- ☐ Pedestrian Safety
- ☐ Driver Safety
- ☐ Traffic Accidents
- ☐ Other Traffic/Pedestrian Safety Problem (please specify)

Violent Crime Problems

- ☐ Assault
- ☐ Homicide
- ☐ Rape
- ☐ Robbery
- ☐ Domestic/Family Violence
- ☐ Gun Violence
- ☐ Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

Problem/Focus Area: Increase the Crime Prevention/Community Relations Unit which will increase citizen awareness and education to prevent crimes.

As the community continues to grow, opportunities for crime also increase. Proactivity through community involvement is our Crime Prevention philosophy. It is difficult to impact the overall crime statistics with incarceration. Educating the community and target hardening are key factors to preventing crimes. This involves partnerships, which are time consuming, and involve building trust.

The very first step, and often the most important, is building trust with our community partners and to provide education, education and more education. Empowering the community and providing them with the tools necessary to recognize and address criminal behaviors is critical to impacting these issues throughout our communities. What makes these tools so impactful is that they can be used in all cities and states as our partners travel throughout this country.

Some of the programs we wish to enhance with these positions are:

- Distracted Driving - to some degree, every collision is a result of some sort of distraction. Today, more than ever, teens to young adults are more likely to be involved in a serious collision due to these many distractions. We have a Distracted Driving presentation that we would be able to provide to more of the community.
- Drug Awareness - the majority of all property crimes are committed by drug addicts trying to support their habits. Along with the health risks and other dangers associated with drug abuse, we created a Drug Addiction Awareness presentation for parents and their children. This is to provide awareness, education and resources.
- Personal Safety Education - we provide the community and business partners with personal safety education to enhance their awareness of suspicious activity and empower them to minimize their chances of being victimized.
- Risk Assessment program - Contact victims of property crimes within a week of the initial report, and offer services that include the inspection of residential and business property to provide the owner an overall security/risk assessment as well as ideas to limit their risk of being victimized.
- Hosting the annual Getting Arizona Involved in Neighborhoods (G.A.I.N.) night event to provide an environment for families to gather and learn different things about the police department and continue to foster trust and partnerships with the citizens and local businesses.
- Police Explorers program (Post 2236) - lead, inspire and educate youth and young adults (14-21) providing them guidance and opportunities to serve the community as our future leaders.

Educating, encouraging, empowering and partnering with our community to work together are the proactive choices of the Surprise Police Department which significantly impact criminal activities throughout the city. These programs and information will be reviewed and modified as needs

6b) Will the problem/focus area described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

- ☐ Yes
☒ No

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this grant program (please check all that apply):

- ☒ Police department data (e.g. police reports, calls for service, crime data, citizen complaints)
☒ Agency personnel (e.g. officer feedback, command staff priorities)
☒ Other local non-law enforcement government agency data
☒ Community based organizations (e.g. faith based, non-profits, social service providers)
☒ Local businesses
☒ Individual community members/community meetings
☒ Community survey
☒ Local government officials
☒ The media
☐ None of the above

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- ☒ Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
☒ The location and/or time aspects of the problem/focus area (e.g. mapping)
☒ The conditions and environmental factors related to the problem/focus area
☒ The strengths and limitations of current responses to the problem/focus area
☒ Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
☒ Existing research and best practices related to the problem/focus area
☒ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
☒ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)

- ☒ Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)
- ☒ Strengths and weaknesses of previous responses to the problem/focus area
- ☐ None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (please check all that apply):

- ☒ Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
- ☒ Data/information regarding whether the response was implemented as planned
- ☒ Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)
- ☐ Non-police data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- ☒ Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- ☒ Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
- ☒ Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)
- ☐ None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

- ☐ Eliminating the problem/focus area
- ☐ Reducing the number of incidents
- ☒ Increasing public trust in your agency
- ☐ Reducing the seriousness of the incidents or the amount of harm
- ☒ Reducing the number of victims and repeat victims
- ☒ Reducing the number of offenders and repeat offenders
- ☐ Moving the problem/focus area to another area
- ☐ Getting other agencies and stake holders to assume responsibility for the problem/focus area
- ☐ Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
- ☐ Improving citizen perceptions of the problem/focus area
- ☐ Increasing the number of arrests/citations
- ☐ Reducing the number of calls for service
- ☐ None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the grant funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

- ☒ Yes
- ☐ No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

2

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
11c) For this partner, please indicate the statement that best characterizes this partner:			
1	Dysart Unified School Dist No. 89	☐ Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)	Edit Delete
		☐ Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)	
		☐ Businesses operating in the community	
		☐ Tribal law enforcement agencies	
		☐ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships	
2	Surprise Chamber of Commerce	☒ Local educational institutions (schools/colleges/universities)	Edit Delete
		☐ Individual stakeholders (persons residing, working, or with an interest in the community or problem)	
		11c) For this partner, please indicate the statement that best characterizes this partner:	
		☐ Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)	
		☐ Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)	

- ☒ Businesses operating in the community
- ☐ Tribal law enforcement agencies
- ☐ Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- ☐ Local educational institutions (schools/colleges/universities)
- ☐ Individual stakeholders (persons residing, working, or with an interest in the community or problem)

Add Partner

II(b) Proposed Community Policing Strategy: Organizational Transformation

COPS Office grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

- ☒ Flexibility in officer shift assignments to facilitate addressing specific problems

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

Adjust shifts in response to the needs of the department to address quality of life issues.
Increase flexibility to meet those needs.

- ☒ Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

Enhance our coverage by assigning these additional officers to beat areas of responsibility. We currently have three Community Relations/Crime Prevention officers responsible for a large geographic area that is broken into eight beats. They are responsible for those issues throughout their assigned area to provide the best service possible. These two additional officers would make it possible to increase our service to those areas and make the area of responsibility smaller to reach more community partners.

- ☐ Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
- ☐ In-service training for officers on basic and advanced community policing principles
- ☐ Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
- ☐ Further define and clarify community policing roles and expectations for officers
- ☐ Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement
- ☐ Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
- ☐ First-line supervisory skills to support officer problem solving and community engagement activities
- ☐ Career development and/or promotional processes that reinforce problem solving and community engagement
- ☐ None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- ☐ Agency mission statement, vision, and/or goals that reflect the core values of community policing
- ☐ Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities
- ☐ Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- ☐ Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- ☐ Mediation strategies to resolve citizen complaints
- ☐ Collection, analysis, and use of crime data and information in support of problem solving goals
- ☐ Formal accreditation process
- ☒ System to capture and track problem solving and partnership efforts and activities

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

The Community Relations/Crime Prevention Unit will continue to utilize the records management system, crime mapping and other programs to track and evaluate crime trends.

- ☐ An organizational assessment of community policing
- ☒ Level and frequency of communication with the community on crime problems and agency activities to enhance transparency

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

We will continue and enhance our communication with the community partners on crime trends and agency activities. We do this as often as possible throughout the week with the current staffing levels. With these two additional officers, our ability to perform these tasks would increase.

- ☐ None of the above

III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

- ☐ Local government agencies (non-law enforcement, e.g. n probation/parole, parks and recreation, code enforcement)
- ☒ Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- ☒ Businesses operating in the community
- ☐ Tribal law enforcement agencies (outside your jurisdiction)
- ☒ Other Federal, state, or local law enforcement agencies
- ☒ Multi-jurisdictional or regional task forces/partnerships
- ☒ Local educational institutions (schools/colleges/universities)
- ☒ Local government officials
- ☒ Individual stakeholders residing, working or with an interest in the community and/or problem
- ☐ None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

- ☐ a) There are a significant number of related initiatives
- ☒ b) There are a moderate number of related initiatives
- ☐ c) There are a minimal number of related initiatives
- ☐ d) There are no related initiatives

16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

- ☒ a) High level of support
- ☐ b) Moderate level of support
- ☐ c) Minimum level of support

17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

- ☒ a) Potentially decreased burden
- ☐ b) No change in burden
- ☐ c) Potentially increased burden

SECTION 7: NEED FOR FEDERAL ASSISTANCE

A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

The City of Surprise Police Department has a limited fiscal budget and resources. We pride ourselves in providing extraordinary customer service and have established a strong Community Based Policing foundation throughout the years. We have a strong partnership with our community. As population grows, these services become affected. Currently we have 1.06 officers per 1000 residents. The national average for an agency our size is 1.4-1.5 officers per 1000 residents. These two Community Relations/Crime Prevention officers would provide the resources necessary to continue and enhance the quality of service our partners are accustomed to. They would also provide an ability to create additional programs for our community partners and make the City of Surprise, and other cities, even safer.

B. Service Population

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

128422

☐ 2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity? 128422

This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

3a. If applicable, please explain why the service population differs from the census population:

C. Fiscal Health

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2016) \$ 27090300

PREVIOUS FISCAL YEAR (2015) \$ 27300900

PREVIOUS FISCAL YEAR (2014) \$ 27327700

2) Since January 1, 2015, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 0

3) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (<http://FactFinder2.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty % 11

☐ Not Applicable:

4) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program application guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2015 5

☐ Not Applicable:

5) Indicate if your jurisdiction has experienced any of the following events since January 1, 2015 (Check all that apply)

☐ A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)

☐ A declaration as an economically or financially distressed area by the state in which the applicant is located.

☐ Downgrading of the applicant's bond rating by a major rating agency.

☐ Has filed for or been declared bankrupt by a court of law.

☐ Has been placed in receivership or its functional equivalent by the state or federal government.

☐ Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

6) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

☐ If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2015 to present, check this box.

7) The Promise Zone Initiative is part of the President's plan to create a better bargain for the middle class by partnering with local communities and businesses to create jobs, increase economic security, expand educational opportunities, increase access to quality, affordable housing and improve public safety. In exchange, these designees will receive the resources and flexibility they need to achieve their goals. The designees have agreed to and must demonstrate a collaborative effort- between private business and federal, state, tribal and local officials; faith-based and nonprofit organizations; children and parents- to ensure that hard work leads to a decent living for every American, in every community.

To be a Promise Zone, your jurisdiction must have been designated as such by the closing date of this solicitation.

☐ If your agency has a designated Promise Zone within its jurisdiction, check the box.

D. Property/Violent Crime

Please select at least one statement below:

- ☒ My agency can report crime data for all 3 years (please input in table below.).
- ☐ My agency cannot report crime data for 2015.
- ☐ My agency cannot report crime data for 2014.
- ☐ My agency cannot report crime data for 2013.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2015, 2014, 2013) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2015	2014	2013
Criminal Homicide	3	4	1
Forcible Rape	18	13	13
Robbery	45	32	49
Aggravated Assault	850	629	620
Burglary	421	358	402
Larceny (except motor vehicle theft)	1671	1625	1570
Motor Vehicle Theft	105	132	145

SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS

If you are applying for a COPS Office grant with a post-award retention plan requirement, please complete A. If you are applying for a COPS Office grant without a post-award retention plan requirement, please complete B.

A. Continuation of Project after Federal Funding Ends (for COPS Office grants with a retention plan requirement)

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other nonfederal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here <http://www.COPS.usdoj.gov/Default.asp?Item=2367>.

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Yes

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- ☒ General funds
- ☐ Raise bond/tax issue
- ☐ Private sources/donations
- ☐ Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)
- ☐ Fundraising efforts
- ☐ State, local, or other nonfederal grant funding
- ☐ Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Office application guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action
Gail	Pletnick	Dysart Unified School District No. 89	Edit Delete
Raoul	Sada	Surprise Regional Chamber of Commerce	Edit Delete

Title:

First Name: Middle Name: Last Name: Suffix:

Name of Partner Agency (e.g., Smithville High School):

Type of Partner Agency (e.g., School District):

Street1:

Street2:

City: State: Zip/ Postal Code:

Telephone Number: Fax: Email:

Important! Please click "Add Partner" below to add a partner to the list.

Reminder! If you have modified (edit, update, or delete) the list of partners in any way, please click "Save" to store your changes before moving to the next section.

[Add Partner](#)

SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g. memorandum of understanding)

If awarded, grantees using CHP funding to hire and/or deploy school resource officers into schools will agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in section 13 of the grant application. The MOU must contain the following: the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from date on the award congratulatory letter. The implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g. Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain: a-z0-9period(.), underscore(_), hyphen(-) Characters other than these will be replaced by a hyphen(-). After clicking the "Upload..." button, please wait for the page to refresh. The uploaded file will automatically appear in the file list.

Form COPS_Sh_ApplicationAttachment_2_3-V2.3.pdf

SF-424 Delete

Form SF424_2_1-V2.1.pdf

SF-424 Delete

SF424_2_1-1234-Areas Effected -Heff.docx

SF-424 Delete

SF424_2_1-AdditionalProjectTitle-1235-Surprise PD Application Purpose and Description.docx

SF-424 Delete

SECTION 14: BUDGET DETAIL WORKSHEETS

Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS Office grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS Office program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific application guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS Office program for which your agency is applying (see <http://www.cops.usdoj.gov/Default.asp?Item=46>). To assist you, sample Budget Detail Worksheets are included in each application guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see <http://www.cops.usdoj.gov/Default.asp?Item=46> for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

SECTION 14A: BUDGET DETAIL WORKSHEETS

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

A. SWORN OFFICER POSITIONS

Full-Time Entry-Level Sworn Officer Base Salary Information

Part 1: Instructions: Please complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific application guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

A. Base Salary Information

Year 1 Salary

Year 2 Salary

Year 3 Salary

Enter the first year entry-level base salary for one sworn officer position.

51427.00

Enter the second year entry-level base salary for one sworn officer position.

53738.00

Enter the third year entry-level base salary for one sworn officer position.

56789.00

No ☐ Does the base salary include Vacation costs? Please select Yes or No.

No ☐ Does the base salary include Vacation costs? Please select Yes or No.

No ☐ Does the base salary include Vacation costs? Please select Yes or No.

No ☐ Does the base salary include Vacation costs? Please select Yes or No.

No ☐ Does the base salary include Vacation costs? Please select Yes or No.

No ☐ Does the base salary include Vacation costs? Please select Yes or No.

No ☐ Does the base salary include Sick Leave costs? Please select Yes or No.

No ☐ Does the base salary include Sick Leave costs? Please select Yes or No.

No ☐ Does the base salary include Sick Leave costs? Please select Yes or No.

No ☐ Does the base salary include Sick Leave costs? Please select Yes or No.

No ☐ Does the base salary include Sick Leave costs? Please select Yes or No.

No ☐ Does the base salary include Sick Leave costs? Please select Yes or No.

B. Fringe Benefit costs should be calculated for each year of the grant term.

FRINGE BENEFITS:

	Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
	COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses cannot exceed 6.2% ☐ Exempt ☒ 6.2% ☐ Fixed Rate	3188.47	6.2	3331.76	6.2	3520.92	6.2
Medicare expenses cannot exceed 1.45% ☐ Exempt ☒ 1.45% ☐ Fixed Rate	745.69	1.45	779.20	1.45	823.44	1.45
Health Insurance (Family Coverage)	14094.00	27.41	14728.00	27.41	15564.00	27.41
Life Insurance	216.00	0.42	225.00	0.42	238.00	0.42
Vacation Number of Hours Annually: 0	0	0.00	0	0.00	0	0.00
Sick Leave Number of Hours Annually: 0	0	0.00	0	0.00	0	0.00
Retirement	12873.00	25.03	13452.00	25.03	14215.00	25.03
Worker's Compensation ☐ Exempt	2022.00	3.93	2113.00	3.93	2233.00	3.93
Unemployment Insurance ☐ Exempt	0	0.00	0	0.00	0	0.00
Other Dental Insurance	928.00	1.80	969.00	1.80	1024.00	1.80
Other Vision Insurance	185.00	0.36	193.00	0.36	204.00	0.36
Other Select One	0	0.00	0	0.00	0	0.00
Benefits Sub-Total Per Year (1 Position)	34252.16		35790.96		37822.36	
C. Total Salary + Benefits Per Year (1 Position)	85679.16		89528.96		94611.36	
D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):	269819.48		X 2	# of Positions	539638.96	

SALARY DETAILS

Part 2 : Sworn Officer Salary Information

1. If your agency's second or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

- ☒ Cost of Living Adjustment (COLA)
☒ Step Raises
☐ Change in Benefit Costs
☐ Not Applicable

Part 3: Federal/Local Share Costs (for Hiring Grants)

As part of the local matching requirement for the 2016 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

539638.96 Total Salary and Benefits for year 1, 2, & 3 (all positions):

250000.00 Total Federal Share:

46.32727037536 Total Federal Percentage:

289638.96 Total local share required:

53.67272962463 Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46>.

Please use the Recalculate button below after any changes to the benefit table above before moving forward.

25 Percent of the "Total Local Share Required" your agency plans to assume in Year 1

26 Percent of the "Total Local Share Required" your agency plans to assume in Year 2

49 Percent of the "Total Local Share Required" your agency plans to assume in Year 3

100 Percent Total

98948.58 Federal Share Year 1

103752.00 Federal Share Year 2

47299.42 Federal Share Year 3

250000 Federal Total

72409.74 Local Share Year 1

75306.13 Local Share Year 2

141923.09 Local Share Year 3

289638.96 Local Total

539638.96 **Recalculate**

S. BUDGET SUMMARY

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
A. Sworn Officer Positions	\$539638.96	
B. Non-Sworn Personnel	\$0.00	
C. Equipment & Technology	\$0.00	
D. Supplies	\$0.00	
E. Travel & Training	\$0.00	
F. Contracts & Consultants	\$0.00	
G. Other Costs	\$0.00	
H. Indirect Costs	\$0.00	
Total Project Amount:	\$539638.96	
Total Federal Share Amount: (Total Project Amount X Federal Share Percentage Allowable)	\$250000.00	46.327270%
Total Local Share Amount(if applicable): (Total Project Amount - Total Federal Share Amount)	\$289638.96	53.672730%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No ☐

Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Mary

Last Name:

Truhler

Title:

Accountant - Princip

Telephone Number:

623-222-1847

Fax:

623-222-1801

Email Address:

mary.truhler@surpi

SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant and cooperative agreement programs. The Office of Community Oriented Policing Services ("COPS Office") needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Office Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal award funds. In particular, the applicant assures us of the following:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant or cooperative agreement and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part with this grant or cooperative agreement. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. In addition, it will disclose (in writing) to the COPS Office any potential conflict of interest arising during the course of performance of the grant or cooperative agreement award and also will require such written disclosures by any subrecipients.
5. As required by 42 U.S.C. § 3796dd-6, it will give the U.S. Department of Justice or the Comptroller General access to and the right to examine records and documents related to the award.
6. It will comply with all requirements imposed by the U.S. Department of Justice as a condition or administrative requirement of the grant or cooperative agreement, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. Part 38 (Equal Treatment for Faith-Based Organizations); the applicable COPS application guide; the applicable COPS grant owner's manual or award owner's manual; and with all other applicable program requirements, laws, orders, or regulations.
7. As required by 42 U.S.C. § 3796dd-1(c)(11), it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding U.S. Department of Justice regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the U.S. Department of Justice implementing regulations at 28 C.F.R. Part 38.
- A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.
- B. It will comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). The requirements are as follows: If your organization has fewer than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>. If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>. If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>. To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.
9. Pursuant to U.S. Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.
10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.
11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned - or - rented or personally-owned vehicles.

15. As required by 42 U.S.C. § 3796dd-3(a), it will not use COPS Office funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the nonfederal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a nonfederal share) equal to the amount seized in order to fully implement the grant project.

False statements or claims made in connection with COPS Office grants or cooperative agreements may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the awardee of its obligations under this award.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Terry Young

Terry Young

Date:

06/23/2016

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Bob Wingenroth

Bob Wingenroth

Date:

06/23/2016

SECTION 15B: CERTIFICATIONS

Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the U.S. Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should carefully review the statutes and regulations cited below and the instructions for certification to understand the requirements and whether they apply to a particular applicant. Signing this form complies with the certification and notice requirements under 28 C.F.R. Part 69 "New Restrictions on Lobbying"; 2 C.F.R. Part 2867 "Nonprocurement Debarment and Suspension"; 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; the general provisions in the applicable Appropriations Act; 28 C.F.R. Part 83 "Government-Wide Requirements for Drug-Free Workplace (Grants)"; and the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered grant.

1. Lobbying

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, and 2 C.F.R. § 200.450 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies to the following:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.

D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

3. Mandatory Disclosure

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

- A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement;
- B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement; and
- C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

4. Federal Taxes and Assessments

A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

B. The applicant certifies that it does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

5. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103), and implemented at 28 C.F.R. Part 83, for recipients (other than individuals), as defined at 28 C.F.R. § 83.660 –

- A. The applicant certifies that it will, or will continue to, provide a drug- free workplace by doing the following:
- (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (ii) Establishing an on-going drug-free awareness program to inform employees about -
 - (a) the dangers of drug abuse in the workplace;
 - (b) the grantee's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;
 - (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
 - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -
 - (a) abide by the terms of the statement; and
 - (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (v) Notifying the agency in writing within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N Street, NE, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;
 - (vi) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (iv)(b) with respect to any employee who is so convicted –
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
 - (vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).
- B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the U.S. Department of Justice officials or their designated representatives.

6. Coordination

As required by 42 U.S.C. § 3796dd-1(c)(5) of the Public Safety Partnership and Community Policing Act of 1994, applicants must certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

☐ Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

False statements or claims made in connection with COPS Office grants or cooperative agreements may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Terry Young

Terry Young

Date:

06/23/2016

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Bob Wingenroth

Bob Wingenroth

Date:

06/23/2016

SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES**This section duplicates OMB's Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered federal action.
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. § 1352.

☒ Not Applicable**SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS****1) Federal Civil Rights and Grant Reviews:**

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice grant review or audit.

2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:

Please review the COPS Office application guide: Legal Requirements Section for additional information.

Please check one of the following, as applicable to your agency's intended use of this grant:

- ☒ No, my agency will not use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.
- ☐ Yes, my agency will use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

3) Certification of Review and Representation of Compliance with Requirements:

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;
- b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office application guide, the COPS Office grant or award owner's manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
- c) the applicant understands that false statements or claims made in connection with COPS Office grant programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, or any other remedy available by law to the Federal Government;
- d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered grant;
- e) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source
- f) the applicant and any required or identified official partner(s) listed in section 12 are partners in this grant project and mutually agreed to this partnership prior to this grant application.

The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.

Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Terry Young

Terry Young

Date:

06/23/2016

Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Bob Wingenroth

Bob Wingenroth

Date:

06/23/2016

Signature of Person Submitting This Application (For your electronic signature, please type in your name)

Mary Truhler

Date:

06/23/2016

☒ By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.

RESOLUTION # 2016-131

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES AND ACCEPTING GRANT FUNDING IN THE AMOUNT OF \$250,000.

WHEREAS, the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), has awarded the City a grant in the amount of \$250,000 with a City match requirement of \$289,369 to hire two (2) additional police officers in support of the COPS Hiring Program (CHP);

WHEREAS, the grant will reimburse a portion of the full-time salaries and employee related expenses over a three year period for these new positions;

WHEREAS, it is in the best interests of the City and its residents that this grant be accepted to allow for two additional Community Relations officers thereby providing for increased positive community interaction;

WHEREAS, the General Fund expenses that will be incurred as a result of hiring two additional Community Relations officers under this grant agreement is estimated at \$190,000 in FY2018, \$106,600 in FY2019, and \$169,000 in FY2020 which will be included as part of each year's budget process;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The City is hereby authorized to accept a grant in the amount of \$250,000 from the U.S. Department of Justice, Office of Community Oriented Policing Services, as part of the COPS Hiring Program.

Section 2. That the City Manager, or their designees, are authorized to conduct all negotiations and to execute and submit all documents and other necessary or desirable instruments in connection with said application and grant award.

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



COPS Grant Opportunity

USDOJ: Community Oriented Police Services

COPS Grant - SCOPE



- Award of \$250,000 divided over 3 years to fund 46% of 2 sworn police officers.
- These sworn officers shall be assigned to duties specifically related to community engagement.

COPS Grant – What is our Need?

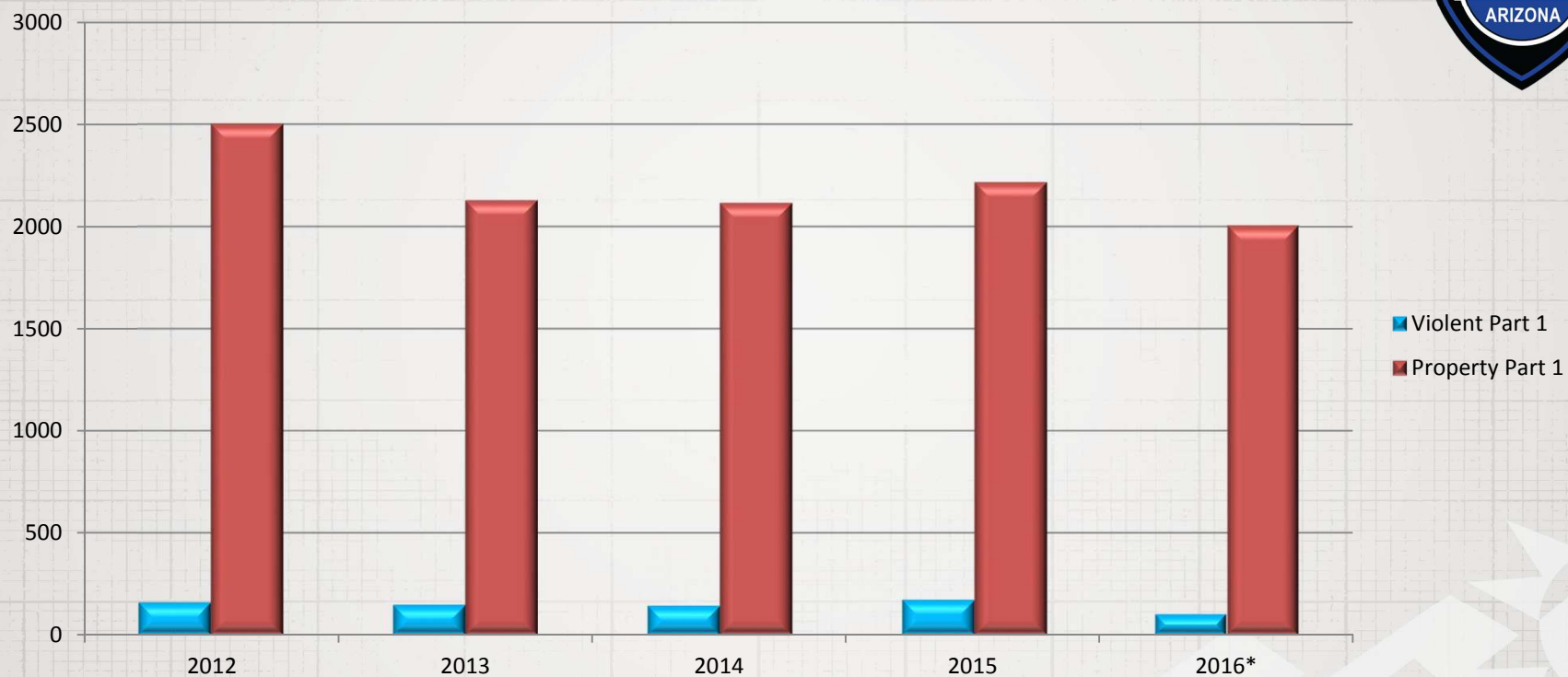


- Property crime in Surprise accounts for 93-95% of our overall Part I UCR crimes.
- **CAN'T ARREST OUR WAY OUT OF PROPERTY CRIMES.**
 - Only about 20% of property crimes are resolved through investigation.
 - Education, Awareness, and Prevention is our best, most effective approach for these crimes.



UCR Part 1 Crimes

*2016 is thru October 31st





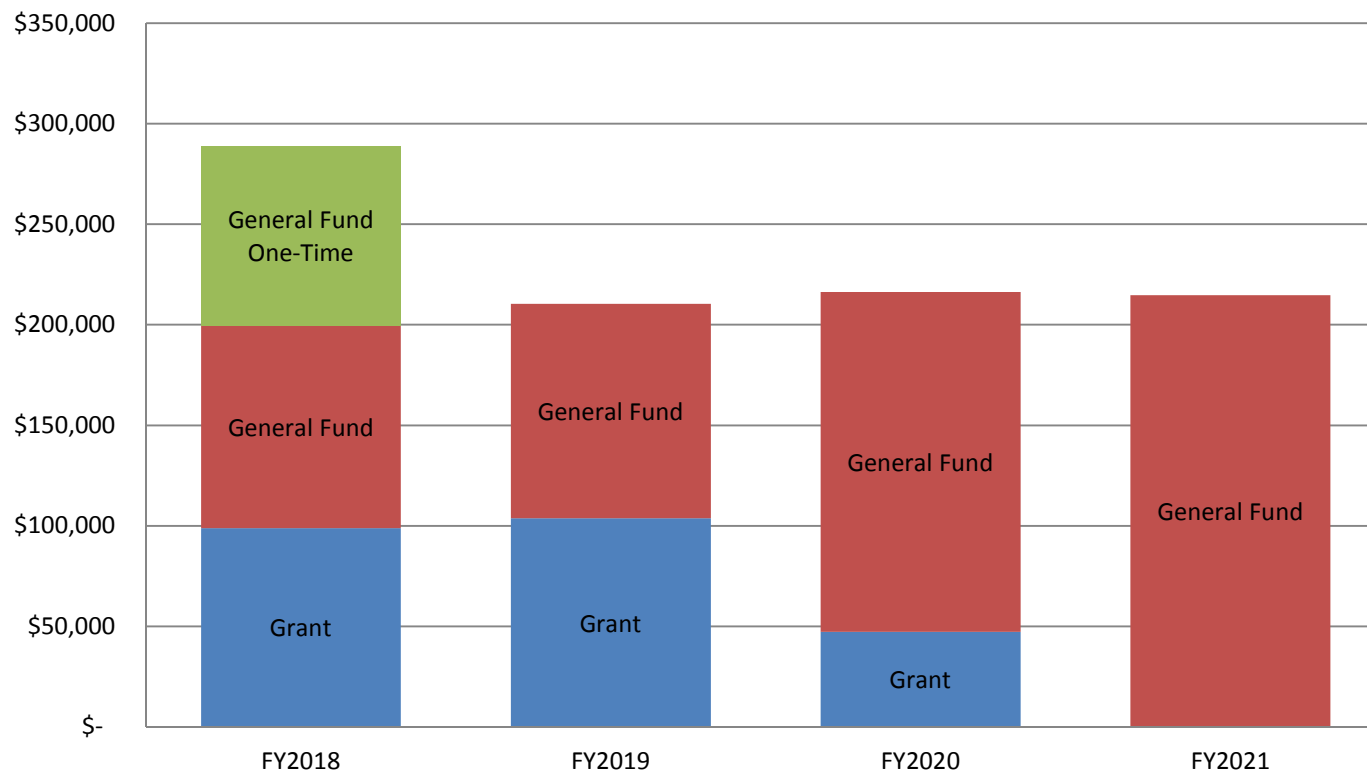
Year	Homicide	Rape	Robbery	Agg Assault	Total Violent	Burglary	Larceny	Auto Theft	Arson	Total Property	Total
2012	1	7	62	89	159	521	1,853	117	13	2504	2,663
2013	1	14	47	86	148	402	1,573	146	8	2129	2,277
2014	4	13	32	94	143	355	1,617	132	13	2117	2,260
2015	3	18	44	107	172	417	1,672	105	23	2217	2,389
2016*	5	11	30	55	101	299	1,574	130	4	2007	2,108

COPS Grant - VISION



- **First Position** – Focus on youth programs
- **Second Position** – Will reduce the area of responsibility of our current Community Relations officers. Will divide into 4 areas, as opposed to 3, increasing the level of service and attention provided to each area.

Two Year Financial Plan





Comments & Questions

Thank you!



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

Back Print

Council Meeting Date:	December 20, 2016	Contact Person:	Terry Lowe
Submitting Department:	Water Resource	District:	1
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action pertaining to the "Surprise Foothills Water Supply Facility Development Agreement" between the City of Surprise and Buena Vista Holdings LLC, Surprise Foothills Master LLC, Mesquite Mountain Ranch Investments LLC, and Management 317 LLC for Surprise Foothills Water Supply Facility, property generally located North of Sun Valley Parkway and West of 243rd Avenue; Resolution # 2016-154.

Motion:

I move to approve Resolution # 2016-154.

Background:

This Agreement will repeal and replace a previous agreement with the previous Owners of the Properties entered into in 2008. The reason for this replacement Agreement is that Owners have revised their water system infrastructure plans, specifically the location of the water campus, which will serve the Properties.

Major Terms:

Terminate Previous Agreement . (1).

Owners to dedicate certain water rights to City. (4).

Require construction of water system consistent with city approved Water Master Plan approved in June 2016 (5).

Owners design, build and dedicate to City at Owner's cost, water system subject to certain repayment provisions: (6):

- City will not reimburse Owners for any Design and Construction Costs associated with the Onsite Water System. (6.3)

Owners will dedicate to City the approximately three and ninety one hundredths (3.91) acre water supply facility site identified in the Water Master Plan. Landscaping deferred until the adjacent parcels are developed. (7.1).

Owners will construct, dedicate and pay the Design and Construction costs for the water supply facility identified in the Water Master Plan. Owners must provide enough water storage to meet both the potable and non-potable water needs for the Properties as described in the Water Master Plan (7.3).

Effluent Management will be deleted and determined prior to the expansion of the SPA3 WRM (8).

Owners will construct, dedicate and Pay for wells that supply water as required in Water Master Plan. (9.1).

Buy-in fees available if non-owners are allowed to use any of the water infrastructure. (10).

Owners to pay City for costs to administer the water supply facilities from dedication, until C of O of 200th home. (11.1).

Objective Analysis:

POS: This agreement allows for the City to operate the Surprise Foothills Water Supply Facility immediately prior to the first customer receives water service. The development group will reimburse the City for operational expenses up to the connection of the 200th home.

CON: The City will not have control over the deliver drinking water to this development until the 201st customer has connected to the system.

Policy Compliant:

This Agreement is consistent with policy.

Financial Impact:

None at this time; however after the initial period, as defined in Section 11.1, the City will be responsible for all operating and maintenance costs of the water system infrastructure to be conveyed. Any infrastructure and/or water rights to be dedicated to the City as part of this agreement will add to the City's asset base.

Budget Impact:

None at this time; however once the water system infrastructure is accepted by the City, the anticipated additional maintenance expense associated with the infrastructure will need to be incorporated in future budgets.

FTE Impact:

The number of full time equivalents (FTE) is not impacted by this item.

ATTACHMENTS:

Click to download

- ☐ [Surprise Foothills Water Campus DA-Final](#)
 - ☐ [Res 2016-154 Surprise Foothills Water Agreement](#)
-

After recording, return to:
City Clerk
City of Surprise, Arizona
16000 N. Civic Center Plaza
Surprise, AZ 85374

With a copy to:
Jeffrey M. Blilie
Beus Gilbert PLLC
701 North 44th Street
Phoenix, AZ 85008

**SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT
AGREEMENT
(Surprise Foothills, Buena Vista Ranch and Mesquite Mountain Ranch)**

THIS SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into by and between the **City of Surprise**, an Arizona municipal corporation (“**City**”), **Buena Vista Holdings, LLC**, an Arizona limited liability company (“**Buena Vista**”) acting on behalf of the Buena Vista Ranch development, **Surprise Foothills Master LLC**, an Arizona limited liability company (“**Surprise Foothills**”) and **Management 317 LLC**, an Arizona limited liability company acting (“**317**”) on behalf of the Surprise Foothills development, and **Mesquite Mountain Ranch Investments LLC**, an Arizona limited liability company (“**MMR**”) acting on behalf of the Mesquite Mountain Ranch development, as of the date the last party signs and dates this Agreement. Buena Vista, Surprise Foothills, 317 and MMR are referred to herein collectively as the “**Owners**” and individually as an “**Owner**.” Together, City and Owners may be referred to as “**Parties**.”

RECITALS:

A. The Parties acknowledge and agree that Owners are developing in an area where city water service does not exist. Thus, to provide water service to those properties, the City requires that the Water System Infrastructure (defined in Section 2.2) must be designed, constructed, installed and dedicated in accordance with the City’s Integrated Water Master Plan.

B. On October 21, 2008, the City, Taylor Morrison/Arizona, Buena Vista and Surprise Foothills entered into the SPA 3 West Water Service Area Development Agreement, recorded with the Maricopa County Recorder, No. 2008-0928654 (the “**Original Agreement**”) to address the development of the water system infrastructure necessary to serve the development of the Owners’ properties.

C. On August 1, 2012, Taylor Morrison/Arizona, Inc., sold all of its interest in Mesquite Mountain Ranch to MMR, and through this sale MMR assumed Taylor Morrison's position in the Original Agreement.

D. Owners own the properties depicted and legally described in Exhibit A (the "**Properties**").

E. Owners have revised their water system infrastructure plans, specifically the location of the water campus which will serve the Properties.

F. Owners and City wish to repeal and replace the Original Agreement with this Agreement; one that better addresses the current development plans for the new water system infrastructure and new location for the water campus to increase efficiencies for the service area.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the premises and mutual promises set forth in this Agreement, the Parties state, confirm and agree as follows:

1. Rescission and Termination of the Original Agreement. City and Owners hereby agree to rescind, cancel and terminate the Original Agreement, and that, as of the Effective Date, the Original Agreement will no longer be of any force or effect. City and Owners agree that, unless otherwise specifically stated herein, any duty or obligation set forth in the Original Agreement has been satisfied or rescinded. The recordation of this Agreement will provide notice to all future successors in interest of any Owner that the Original Agreement has been terminated.

2. Defined Terms.

2.1 "*Applicable Standards*" means applicable master plans, specific plans, rules, ordinances, regulations, standards, and administrative policies of the City, Maricopa County, Maricopa Association of Governments, State of Arizona and Federal Government that are in effect at the time of the respective application or submittal, whichever is later, filed by the applicant.

2.2 "*Water System Infrastructure*" means storage tanks, wells, well transmission lines, water distribution lines, water treatment, booster pumps and other water system infrastructure required to provide standard water service levels to all parcels and individual pads within the Properties.

2.3 "*Design and Construction Costs*" means the costs of labor, materials and supplies, architectural, engineering, design and consultant related fees and costs, blue printing services, construction staking, demolition, soil amendments or compaction, legal and engineering services required to obtain permits, costs of any

bonds, warranty costs, any corrections, changes or additions to work required by the City or necessitated by site conditions, state and county sales taxes imposed in connection with the construction, and any independent third party construction management fees.

3. Water Service. The Properties are located within the water service area of the City, and the City is designated as having an assured water supply pursuant to ARS § 45-576, which will apply to the development of the Properties. Upon the completion and acceptance by the City of the Water System Infrastructure, City commits to provide municipal water and wastewater service to all portions of the Properties, with service-related fees imposed in accordance with the City's then current generally applicable rate structure.

4. Water Rights; Credit. Prior to the recordation of any final plat relating to the Properties, Owner will convey to the City, at no cost to the City, all Type I and Type II water rights, and any extinguished irrigation grandfathered water rights or credits, in existence relating to the Properties.

5. Water Master Plan. The West Deer Valley Water Group – Area Water Master Study Water Model for the Properties, dated 5/26/16 and approved by the City on June 27, 2016, and as may be further revised and amended from time to time by the City and Owners (“**Water Master Plan**”), has been approved by the City and identifies all demands, resources, capacities, delivery/service details and Water System Infrastructure for the full build out of the Properties. The Parties acknowledge and agree that to the extent City Standards related to the Water System Infrastructure change prior to the commencement of construction, Owner must update the Water Master Plan to reflect changes in Applicable Standards prior to construction on the Properties. Additionally, Owners must update the Water Master Plan and obtain City approval of the revisions, and make any changes to the Water System Infrastructure consistent with said updated Water Master Plan prior to City acceptance of said Water System Infrastructure if City has not accepted a completed portion of the Water System Infrastructure and Owner fails to request a building permit within the Properties within five (5) years following the date Maricopa County has issued an Approval of Construction for such completed portion of the Water System Infrastructure. No building permit will be issued by the City unless Owners have satisfied the provisions of this section.

6. Water System Infrastructure. Owners will provide all Water System Infrastructure and incur all Design and Construction Costs related thereto; none of which is eligible for reimbursement unless otherwise specifically stated in this Agreement.

6.1 Construction and Dedication. Owners agree to construct the Water System Infrastructure to meet the requirements established in the Water Master Plan described in Section 5, as well as conform to City approved construction plans and permits.

6.2 Plans, Approval, Acceptance. All portions of the Water System Infrastructure must meet all Applicable Standards. Prior to the work being bid, Owners must submit all design, installation and water remediation plans to the City for review and approval by the Water Resource Management Director. If there are revisions to the plans and specifications after the work is put out for bid, owners may not conduct such work until the revised plans are submitted to and approved by the Water Resource Management Director. The Water Resource Management Director will exercise his reasonable discretion when reviewing and approving the submitted plans. The City will not accept the dedication of any portion of the Water System Infrastructure until the Water Resource Management Director has reviewed and determined such to be compliant with all Applicable Standards, including the City's Water Master Plan. In addition, the City will have the right and authority to inspect ongoing construction and installation to ensure that the work is being performed in accordance with the final approved plans and Applicable Standards.

6.3 Onsite Water System. Owners will construct, dedicate and pay the Design and Construction Costs associated with the onsite water distribution lines/facilities necessary for the distribution of water to the parcels within the Properties (the "**Onsite Water System**"), which shall be connected to the City's water system as provided in the Water Master Plan. City will not reimburse Owners for any Design and Construction Costs associated with the Onsite Water System.

7. Water Supply.

7.1 Water Supply Facility Site. Owners will dedicate to City the approximately three and ninety one hundredths (3.91) acre water supply facility site identified in the Water Master Plan at no cost to City. The installation of the landscaping around the well sites and within the water supply facility site will be deferred until such time as the adjacent parcels are developed. Owners will dedicate the water supply facility site at the same time the water supply facility is conveyed to City.

7.2 Water Supply Facility Master Site Plan. Owners will develop a master site plan for the entire Water Supply Facility consistent with the Water Master Plan, and will incur all associated design costs. The Water Supply Facility master site plan must be complete prior to the approval of any application or submission for construction of any water related Water System Infrastructure.

7.3 Water Supply Facility. Owners will construct, dedicate and pay the Design and Construction costs for the water supply facility identified in the Water Master Plan. The water supply facility will include, but be not limited to: water storage tanks, electrical buildings, booster pumps, disinfection and supplemental water treatment systems, emergency generator, and other equipment deemed necessary by the City. Owners must provide enough water storage to meet both the potable and non-potable water needs for the Properties as described in the Water Master Plan.

8. Effluent. The Parties agree to work collaboratively in good faith to identify a future regional solution for effluent recharge facilities prior to issuing the one thousand five hundred and forty seventh (1,547th) building permit the Properties. The Parties understand and agree that no new final plats will be approved by the City or recorded until the regional solution is resolved and that there is sufficient sewer capacity to serve the level of development associated with such final plats.

9. Well/Well Site(s).

9.1 Wells. Owners will construct, dedicate and pay the Design and Construction costs for the groundwater wells, of a number (minimum of two (2)) and capacity that satisfies the water requirements for the Properties as described in the Water Master Plan. Owners must provide any remediation necessary to insure that the water produced by the wells meets the City's drinking water standards in effect at the time the permit for the well construction is issued by the City, including treatment to reduce arsenic levels that exceed Applicable Standards.

9.2 Well Sites. Owners will convey all well sites to City contemporaneously with dedication of the wells. Any well site conveyed by Owners to City will comply with Applicable Standards, the location of which will be determined by Owners and City using the results of a professional well impact analysis paid for by Owners. If the well site is located on the Properties, the well site will be reflected on a final plat for the applicable portion of the Properties, or, if located outside the Properties, secured in a manner acceptable to the City prior to final plat approval for the applicable portion of the Properties which will be served by the well. In either case, the well site conveyance must include the right-of-way needed for (i) the well transmission lines from the well site to the Water Supply Facility, and (ii) City access to the well site and the Water Supply Facility site. Owner will also dedicate to the City any flowage easement(s) determined necessary by the City. The conveyances will comply with the procedures in Section 11.2.

9.3 Well Performance and Water Quality. Well performance criteria have been established within the Water Master Plan. Owners will ensure, at their own cost, that any well provided by Owners complies with the well performance criteria on the date the City accepts the well. Actual well performance and water quality data must be provided to the City for review and analysis prior to acceptance of any well by the City. Should the performance of any well provided by Owners not comply with the well performance criteria in the Water Master Plan, as determined exclusively by the City, then Owners will provide the City with a solution to improve well performance to meet or exceed the well performance criteria in the Water Master Plan, or drill an alternative well that will meet said performance criteria.

9.4 Waivers. Owner will provide well impact waivers to the City for any well dedicated to the City pursuant to this Agreement.

10. Buy-in Fees. If any portion of the Water System Infrastructure can be utilized by other property owners not within the Properties, then the Design and Construction Costs associated with such portion of the Water System Infrastructure will be eligible for repayment through buy-in fees using the City's repayment program (currently Surprise Municipal Code, Section 42-3). Additionally, the Water System Infrastructure Design and Construction Costs will be eligible for reimbursement through the formation of a community facilities district, in the event the City, in its sole discretion, elects to form a community facilities district that includes the Water System Infrastructure.

11. Conveyance of Potable and Non-Potable Water System Infrastructure.

11.1 Operation and Maintenance. At the time the first building permit is issued within the Properties, Owners will turn over the operation and maintenance of the Water System Infrastructure to the City, in accordance with the provisions described in Section 11.2. Owners will be responsible for all costs required to operate and maintain the Water System Infrastructure until such time as the 200th residential home within the Properties has received a certificate of occupancy issued by the City (the "**Initial Period**"). At the time the first building permit is issued within the Property, Owners and the City agree to negotiate in good faith a monthly fee for the Initial Period operation and maintenance costs, and the City agrees that the monthly fee will be no greater than the monthly fee Owners would pay a qualified and responsible third party operator. The City will also be responsible for billing all customers within the Properties receiving water service from the Water System Infrastructure and the City will be entitled to retain the water service fees collected from all customers within the Properties. Following the Initial Period, City will be solely responsible for all operation and maintenance costs and expenses, subject only to Owners' warranty obligations.

11.2 Conveyance of Water System Infrastructure. All Water System Infrastructure, whether real or personal property, will be conveyed free and clear of all liens and encumbrances that could affect marketability of title. The conveyances for Water System Infrastructure will occur at the times specifically set forth in this Agreement. Owners must convey all easements and rights-of-way concurrently with the associated Water System Infrastructure. For purposes of this section, an easement or right-of-way is associated with a portion of the Water System Infrastructure when it is either the land hosting the portion of the infrastructure or is providing the access way to or from the portion of the Water System Infrastructure. Should no time for conveyance be otherwise established for any conveyance in this Agreement, the conveyance must occur prior to issuance of building permits for structures on platted lots or commercial pads in the Properties that will be served by the portion of the Water System Infrastructure in question.

11.3 Timing for Conveyance of Personal Property. At the time the first building permit is issued within the Properties, Owners will convey to the City the personal property included in the Water System Infrastructure, by bill of sale, free and clear of all liens and encumbrances that could affect marketability of title. The City will

conditionally accept the Water System Infrastructure, subject to the City's inspection and approval of the Water System Infrastructure, such approval not to be unreasonably withheld, conditioned or delayed and will thereafter own, operate and maintain the Water System Infrastructure. At the expiration of the Initial Period Owners will, provide a final coating to any exposed piping associated with the pump station, re-blade any gravel roadways, provide wired high-speed internet to the site, and update the security system to reflect current technology. During the Initial Period the Owners will provide to City cell-phone and wireless high-speed internet for communication, SCADA, onsite video storage and onsite security management system. Mechanical equipment will be provided with an extended warranty so that the City is allowed one (1) year of equipment manufacturer's warranty after the Initial Period.

12. Representatives. The Parties agree to designate and appoint a representative to act as a liaison between the City and its various departments and Owners. The initial representative for the City will be Terry Lowe and the initial representative for Owners will be Rick Merritt (the "**Owners' Representative**"). Either party may change its representative upon written notice to the other party. In the event a new Owners' Representative is needed or desired, the Owners will choose a representative by majority vote of the Owners, with each Owner having one vote. The representatives will be available at all reasonable times to discuss and review the performance of the Parties relative to the terms of this Agreement.

13. Approvals. All approvals, conveyances, and acceptances of any party, must be in writing and may not be unreasonably withheld, conditioned, or delayed. Permits for structures on platted lots or commercial pads will not be issued to any parcel, lot, or pad within the Properties unless the Water System Infrastructure related to that parcel, lot, or pad has been completed and accepted by the City.

14. Public Procurement. All construction contracts for the Water System Infrastructure that requires or anticipates a contribution of City funds, special district funds, or a reimbursement of development impact fees must be publicly procured by Owners pursuant to Arizona Revised Statutes ("ARS"), as if the projects were being performed by the City. Owner agrees to provide the City with documentation evidencing compliance with ARS. This public procurement requirement will not apply to the procurement of architects, engineers, assayers and other professional services exempted under the ARS from the public procurement requirements.

15. General Provisions.

15.1 Term. This Agreement will become effective upon recordation (the "**Effective Date**") and will automatically terminate on the earlier of: (a) completion of all obligations contained in this Agreement, or (b) the fifteenth (15th) anniversary of the Effective Date.

15.2 Assignment. The provisions of this Agreement are binding upon and will inure to the benefit of the Parties, and all of their successors in interest and assigns.

15.3 Choice of Law, Venue and Attorneys' Fees. The laws of the State of Arizona will govern any dispute, controversy, claim, or cause of action arising out of or related to this Agreement. The venue for any such dispute will be Maricopa County, Arizona, and each party waives the right to object to venue in Maricopa County for any reason. No party will be entitled to recover any of its attorneys' fees or other costs from any other party incurred in any such dispute, controversy, claim, or cause of action, but each party will bear its own attorneys' fees and costs, whether the same is resolved through arbitration, litigation in a court, or otherwise.

15.4 Conflict of Interest. Pursuant to ARS § 38-503 and § 38-511, no member, official, or employee of the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to the terms of ARS § 38-511.

15.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

15.6 Default. Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement constitutes a breach of this Agreement ("**Event of Default**").

A. "Default" means any one of the following:

1. Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement.
2. The issuance of an order of a court having jurisdiction over any of the Parties for relief in any involuntary case commenced against the applicable party as debtor under the Federal Bankruptcy Code or the entry of a court decree or order appointing a custodian, receiver, liquidator, assignee, trustee, or other similar official.

B. Any failure to pay money or failure related to any other monetary obligation hereunder not cured within five (5) days after written notice is received from another party will constitute an Event of Default under this Agreement by the non-paying Party.

C. Any other breach not cured within thirty (30) days after written notice is received from another party will constitute an Event of Default by the breaching party under this Agreement; except that, if more than thirty (30) days but no more than ninety (90) days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party will have such additional time as may be necessary to perform or comply so long as the breaching party commences performance or compliance within said thirty (30) day period and diligently proceeds to complete such performance or fulfill such obligation within ninety (90) days after written notice is received from another party.

D. Any notice of an Event of Default will specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The obligations of the Parties under this Agreement are several obligations, and not joint and several obligations.

E. Upon the occurrence of an Event of Default, the non-defaulting party: (1) will have all the remedies afforded by law and in equity; and (2) will have the right to terminate this Agreement.

F. No delay in exercising any right or remedy will constitute a waiver thereof; and no waiver of any Default will be construed as a waiver of any preceding or succeeding Default of the same or any other covenant, or condition of this Agreement. No waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

15.7 Entire Agreement. This Agreement, together with the following Exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties.

Exhibit A: Depiction and Legal Description of the Properties

All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are superseded by and merged in this Agreement.

15.8 Fair Interpretation. The Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the party who drafted a provision will not be employed in interpreting this Agreement.

15.9 Further Documentation. The Parties agree in good faith to execute such further or additional instruments and documents and to take such further acts as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

15.10 Good Standing; Authority. Each party represents and warrants that it is a duly formed and legally valid existing entity under the laws of the State of Arizona

with respect to an Owner, or a municipal corporation within Arizona with respect to the City, and that the individuals executing this Agreement on behalf of their respective party are authorized and empowered to bind the party on whose behalf each such individual is signing.

15.11 Headings. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement.

15.12 Notices and Filings. All notices specifically required by this Agreement, excluding approvals, notices or other communications made as part of the customary development processes of the City, must be given in writing and delivered personally, emailed or sent by United States Mail, postage pre-paid, return receipt requested, to:

CITY:

City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Terry Lowe, Water Resource Management Director
Email: terry.lowe@surpriseaz.gov

With a copy to:

City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374
Attn: Robert Wingo, City Attorney
Email: robert.wingo@surpriseaz.gov

OWNERS:

Mesquite Mountain Ranch Investments LLC
Attn: Elliott D. Pollack
7505 East 6th Avenue, Suite 100
Scottsdale, AZ 85251
Email: pollack@edpco.com

Buena Vista Holdings, LLC
Attn: Elliott D. Pollack
7505 East 6th Avenue, Suite 100
Scottsdale, AZ 85251
Email: pollack@edpco.com

Surprise Foothills Master LLC
Attn: Elliott D. Pollack
7505 East 6th Avenue, Suite 100
Scottsdale, AZ 85251

Email: pollack@edpco.com

Management 317 LLC
Attn: Elliott D. Pollack
7505 East 6th Avenue, Suite 100
Scottsdale, AZ 85251
Email: pollack@edpco.com

Beus Gilbert, PLLC
Attn: Jeffrey M. Blilie
701 North 44th Street
Phoenix, AZ 85008
Email: jblilie@beusgilbert.com

Any changes to the above recipients must be in writing consistent with this section. Any notice or other communication directed to any party must become effective upon the earliest of the following: (a) actual receipt by that party; or (b) thirty-six (36) hours after deposit with the United States Postal Service, addressed to the party.

15.13 Recordation. This Agreement must be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after its full execution by the City.

15.14 Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture, or other agreement between the Parties. No term or provision of this Agreement is intended to, or will be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

CITY OF SURPRISE, an Arizona
municipal corporation

By _____
Mayor Sharon Wolcott

Date _____

APPROVED AS TO FORM:

City Attorney

ATTESTED:

City Clerk

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2016, before me personally appeared Sharon Wolcott, the Mayor of the City of Surprise, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

BUENA VISTA HOLDINGS, LLC, an
Arizona limited liability company

By: BVR Management LLC, an Arizona
limited liability company, Manager

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2016, before me personally appeared Elliott D. Pollack, Member of BVR Management LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

**SURPRISE Foothills Master
LLC**, an Arizona limited liability company

By: **SURPRISE Foothills
Development LLC**, an Arizona limited
liability company, Manager

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2016, before me personally appeared Elliott D. Pollack, Member of Surprise Foothills Development LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

Management 317 LLC, an Arizona limited liability company

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2016, before me personally appeared Elliott D. Pollack, Member of Management 317 LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

**MESQUITE MOUNTAIN RANCH
INVESTMENTS LLC**, an Arizona limited
liability company

By: MMR Investors LLL, an Arizona
limited liability company, Manager

By: MMR Management LLC, an
Arizona limited liability company,
Member

By: _____
Elliott D. Pollack, Member

Date: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this _____ day of _____, 2016, before me personally appeared Elliott
D. Pollack, Member of MMR Management LLC, an Arizona limited liability company,
for and on behalf thereof, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he or she claims to be, and acknowledged that he or she
signed the above/attached document.

[Affix notary seal here]

Notary Public

EXHIBIT A

Depiction and Legal Description of the Properties

SURPRISE FOOTHILLS

LEGAL DESCRIPTION

PARCEL NO.1:

The West half of the Southwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.2:

The Northeast quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.3:

The Southeast quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.4:

The East half of the Southwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.5:

The Northwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the South half; and Except Beginning at the Northwest corner of said Section 15; Thence South 89 degrees 44 minutes 08 seconds East (record) South 89 degrees 55 minutes 02 seconds East (measured), along the North boundary of said Section 15, a distance of 252.42 feet (record), 252.03 feet (measured); Thence leaving said North boundary, South 55 degrees 02 minutes 38 seconds West (record) South 54 degrees 42 minutes 07 seconds West (measured), a distance of 309.77 feet (record) 309.31 feet (measured), to a point on the West boundary of said Section 15; Thence North 00 degrees 28 minutes 10 seconds East (record) North 00 degrees 07 minutes 58 seconds East (measured), along said West boundary, a distance of 178.65 feet (record), 178.36 feet (measured), to the Point of Beginning; and Except all coal and other minerals as reserved in the Patent recorded in Book 285 of Deeds, page 524.

PARCEL NO.6:

The South half of the Northwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.7:

The Southwest quarter of the Northwest quarter of Section 15, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO.8:

The East half of the Northwest quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO, 9:

The Southeast quarter of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 10:

The Southeast quarter of the Northeast quarter of the Southeast quarter; and The East half of the Southwest quarter of the Northeast quarter of the Southeast quarter; and The South half of the Northeast quarter of the Northeast quarter of the Southeast quarter; and The Southeast quarter of the Northwest quarter of the Northeast quarter of the Southeast quarter; and The East 141.42 feet of the Northeast quarter of the Northeast quarter of the Northeast quarter of the Southeast quarter; and The East 141.42 feet of the Southeast quarter of the Northeast quarter; and The East 141.42 feet of the South half of the Northeast quarter of the Northeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 11:

The South half of the Northwest quarter of the Northeast quarter; and The Southwest quarter of the Northeast quarter; and The North half of the North half of the Northwest quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 12:

The South half of the Northeast quarter of the Northeast quarter; and The Southeast quarter of the Northeast quarter; and The North half of the North half of the Northeast quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the East 141.42 feet thereof

PARCEL NO. 13:

The Northwest quarter of the Southeast quarter; and
The West half of the West half of the Northeast quarter of the Southeast quarter;
Except the North half of the North half of the Northeast quarter of the Southeast quarter; and Except the North half of the North half of the Northwest quarter of the Southeast quarter, all located in Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

PARCEL NO. 14:

The Northwest quarter and the North half of the North half of the Northeast quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Except the West half of the Northwest quarter and the South half of the Southeast quarter of the Northwest quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 15:

The Northwest quarter of the Northwest quarter; and
The Northeast quarter of the Southwest quarter of the Northwest quarter of Section 21, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

PARCEL NO. 16:

Lots 1, 3, 4 and the Southeast quarter of the Northeast quarter and the South half of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
Excepting therefrom, a parcel of land lying in a portion of the Southeast quarter of Section 16, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County,

Arizona and being more particularly described as follows: The East half of the Southeast quarter of said Section 16; and the East half of the Northwest quarter of the Southeast quarter of said Section 16.

BUENA VISTA RANCH
LEGAL DESCRIPTION

Parcel No. 1:

The Southeast quarter of the Southeast quarter of the Southeast quarter of the Northwest quarter; and
The North half of the Northeast quarter of the Northeast quarter; and
The South half of the Northeast quarter of the Northeast quarter; and
The West half of the Southeast quarter; and
The Northwest quarter of the Northeast quarter; and
The Southwest quarter of the Northeast quarter; and
The North half of the Southeast quarter of the Northeast quarter; and
The East half of the Southwest quarter; and
The East 3/4ths of the West half of the Southwest quarter of Section 10, Township 4 North, Range 3
West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING all uranium, thorium, or other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 75), as set forth in the Patent on said land, as to the North half of the Northeast quarter of the Northeast quarter; and also

EXCEPT any portion thereof lying within the following described property:

BEGINNING at a point in the North boundary of said Section 10 that bears North 89 degrees 27 minutes 21 seconds West 691.69 feet from the Northeast corner of said Section 10;

Thence from said point of beginning and leaving said North boundary South 38 degrees 49 minutes 55 seconds West 6432.75 feet, record (South 38 degrees 49 minutes 55 seconds West 6433.15 feet, measured);

Thence South 55 degrees 02 minutes 38 seconds West, 325.38 feet to a point that bears North 80 degrees 48 minutes 09 seconds East 334.34 feet from the Southwest corner of said Section 10;

Thence from last said point North 00 degrees 25 minutes 36 seconds East 1697.30 feet;

Thence South 51 degrees 10 minutes 05 seconds East 420.33 feet;

Thence North 38 degrees 49 minutes 55 seconds East, 2599.63 feet;

Thence North 51 degrees 10 minutes 05 seconds West 1299.81 feet;

Thence North 26 degrees 18 minutes 12 seconds East 1055.13 feet to a point in the North boundary of Section 10;

Thence along said North boundary South 89 degrees 46 minutes 15 seconds East 924.48 feet to the North quarter corner of said Section 10;

Thence from said North quarter corner and along said North boundary South 89 degrees 27 minutes

21 seconds East 1950.73 feet to said Point of Beginning; and

EXCEPT any portion thereof lying Northwesterly of that certain line in Warranty Deed recorded in Docket 13178, Page 1041, records of Maricopa County, Arizona, described as North 38 degrees 49 minutes 55 seconds East 2599.63 feet; and

EXCEPT any portion thereof lying East the following described line:

COMMENCING at a found 3" brass cap accepted as the Northeast comer of said Section 10, from which a found 2-1/2" GLO brass cap, up 1.1 feet, accepted as the North quarter comer thereof bears North 89 degrees 27 minutes 13 seconds West a distance of 2641.39 feet;

THENCE along the North line of said Section 10, North 89 degrees 27 minutes 13 seconds West a distance of 321.68 feet to the Point of Beginning;

THENCE South 34 degrees 25 minutes 45 seconds East a distance of 505.63 feet;

THENCE South 38 degrees 39 minutes 55 seconds East a distance of 163.01 feet;

THENCE South 23 degrees 28 minutes 38 seconds East a distance of 114.64 feet;

THENCE South 26 degrees 09 minutes 55 seconds East a distance of 158.98 feet;

THENCE South 26 degrees 25 minutes 54 seconds East a distance of 468.02 feet;

THENCE South 32 degrees 45 minutes 10 seconds East a distance of 142.34 feet;

THENCE South 27 degrees 56 minutes 20 seconds East a distance of 735.61 feet;

THENCE North 89 degrees 50 minutes 41 seconds West a distance of 829.00 feet to the East line of said Section 10;

THENCE along said East line South 00 degrees 29 minutes 54 seconds West a distance of 658.54 feet to the East quarter comer and to the Point of Terminus.

Parcel No 2:

The Northwest quarter of the Northwest quarter; and

The North one-half of the Southwest quarter of the Northwest quarter; and

The North one-half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 11, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion thereof lying East the following described line:

COMMENCING at a found 3" brass cap accepted as the Northeast comer of said Section 10, from which a found 2-1/2" GLO brass cap, up 1.1 feet, accepted as the North quarter comer thereof bears North 89 degrees 27 minutes 13 seconds West a distance of 2641.39 feet;

THENCE along the North line of said Section 10, North 89 degrees 27 minutes 13 seconds West a distance of 321.68 feet to the Point of Beginning;

THENCE South 34 degrees 25 minutes 45 seconds East a distance of 505.63 feet;

THENCE South 38 degrees 39 minutes 55 seconds East a distance of 163.01 feet;

THENCE South 23 degrees 28 minutes 38 seconds East a distance of 114.64 feet;

THENCE South 26 degrees 09 minutes 55 seconds East a distance of 158.98 feet;

THENCE South 26 degrees 25 minutes 54 seconds East a distance of 468.02 feet;

THENCE South 32 degrees 45 minutes 10 seconds East a distance of 142.34 feet;

THENCE South 27 degrees 56 minutes 20 seconds East a distance of 735.61 feet;

THENCE North 89 degrees 50 minutes 41 seconds West a distance of 829.00 feet to the East line of said Section 10;

THENCE along said East line South 00 degrees 29 minutes 54 seconds West a distance of 658.54 feet to the East quarter corner and to the Point of Terminus.

Parcel No. 3:

The South half of the Southeast quarter of the Northeast quarter; and

The East half of the Southeast quarter of Section 10, Township 4 North, Range 3 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

MESQUITE MOUNTAIN RANCH, PHASE 1A
LEGAL DESCRIPTION

BEING A 105.157 ACRE TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GLO BRASS CAP FLUSH FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH A GLO BRASS CAP FLUSH FOUND AT THE SOUTH QUARTER CORNER BEARS NORTH 89°58'30" EAST, 2646.30 FEET;

THENCE NORTH 00°11'57" EAST, ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 90.34 FEET;

THENCE SOUTH 89°48'03" EAST, DEPARTING THE SAID WEST LINE OF SECTION 23, A DISTANCE OF 67.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 00°11'57" EAST, A DISTANCE OF 620.93 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°11'57" EAST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE NORTH 00°11'57" EAST, RADIAL TO SAID CURVE, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH 00°11'57" EAST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°48'03" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE NORTH 00°11'57" EAST, TANGENT TO SAID CURVE, A DISTANCE OF 648.90 FEET;

THENCE NORTH 78°33'57" EAST, A DISTANCE OF 113.13 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 53°08'53" EAST, 80.00 FEET, HAVING A CENTRAL ANGLE OF 92°07'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82°54'55" EAST, 115.22 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 128.63 FEET;

THENCE NORTH 64°26'25" EAST, A DISTANCE OF 98.87 FEET;

THENCE SOUTH 84°40'41" EAST, A DISTANCE OF 69.34 FEET;

THENCE NORTH 67°22'19" EAST, A DISTANCE OF 91.71 FEET;

THENCE NORTH 76°17'29" EAST, A DISTANCE OF 462.82 FEET;

THENCE NORTH 71°40'59" EAST, A DISTANCE OF 783.75 FEET;

THENCE SOUTH 88°49'42" EAST, A DISTANCE OF 64.06 FEET;

THENCE NORTH 62°38'09" EAST, A DISTANCE OF 388.22 FEET;

THENCE NORTH 39°56'46" EAST, A DISTANCE OF 52.36 FEET;

THENCE NORTH 54°51'07" EAST, A DISTANCE OF 312.04 FEET;

THENCE SOUTH 89°53'39" EAST, A DISTANCE OF 218.62 FEET;

THENCE SOUTH 00°06'21" WEST, A DISTANCE OF 2259.43 FEET;

THENCE SOUTH 89°20'40" WEST, A DISTANCE OF 0.43 FEET;

THENCE SOUTH 89°58'30" WEST, A DISTANCE OF 838.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°01'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, RADIAL TO SAID CURVE, A DISTANCE OF 70.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°58'30" WEST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°58'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, TANGENT TO SAID CURVE, A DISTANCE OF 596.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°01'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, RADIAL TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 89°58'30" WEST, 20.00 FEET, HAVING A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°58'30" WEST, 28.28 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET;

THENCE SOUTH 89°58'30" WEST, TANGENT TO SAID CURVE, A DISTANCE OF 923.81 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°13'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°54'47" WEST, 28.34 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,580,650 SQUARE FEET OR 105.157 ACRES OF LAND, MORE OR LESS.

MESQUITE MOUNTAIN RANCH, PHASE 2
LEGAL DESCRIPTION

BEING A 96.679 ACRE PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GLO BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 23 FROM WHICH A FOUND ALUMINUM CAP FLUSH STAMPED RLS# 21782 AT THE CENTER SECTION CORNER OF SECTION 23 BEARS NORTH 00°06'21" EAST, 2651.16 FEET;

THENCE NORTH 00°06'21" EAST, ALONG THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 00°06'21" EAST, ALONG THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1918.36 FEET;

THENCE NORTH 89°51'54" EAST, DEPARTING THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1978.13 FEET;

THENCE NORTH 00°03'01" EAST, A DISTANCE OF 660.92 FEET TO THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 23;

THENCE NORTH 89°55'08" EAST, ALONG THE EAST/WEST QUARTER SECTION LINE OF SAID SECTION 23, A DISTANCE OF 659.16 FEET TO A FOUND 1/2" REBAR AT THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 00°01'54" WEST, ALONG THE EAST SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1320.60 FEET;

THENCE SOUTH 89°48'40" WEST, DEPARTING THE EAST SECTION LINE OF SAID SECTION 23, A DISTANCE OF 1319.19 FEET;

THENCE SOUTH 00°04'08" WEST, A DISTANCE OF 661.55 FEET;

THENCE NORTH 89°45'25" EAST, A DISTANCE OF 659.81 FEET;

THENCE SOUTH 00°03'01" WEST, A DISTANCE OF 578.52 FEET;

THENCE SOUTH 89°20'40" WEST, A DISTANCE OF 770.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°44'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 45°16'51" WEST, 28.47 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.68 FEET;

THENCE SOUTH $88^{\circ}44'43''$ WEST, A DISTANCE OF 50.01 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH $89^{\circ}54'22''$ WEST, 20.00', HAVING A CENTRAL ANGLE OF $89^{\circ}15'02''$ AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH $44^{\circ}43'09''$ WEST, 28.10 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.15 FEET;

THENCE SOUTH $89^{\circ}20'40''$ WEST, TANGENT TO SAID CURVE, A DISTANCE OF 924.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF $90^{\circ}45'41''$ AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH $45^{\circ}16'30''$ WEST, 28.47 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.68 FEET;

THENCE SOUTH $88^{\circ}44'03''$ WEST, A DISTANCE OF 50.01 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS NORTH $89^{\circ}53'39''$ WEST, 20.00 FEET, HAVING A CENTRAL ANGLE OF $89^{\circ}14'19''$ AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH $44^{\circ}43'30''$ WEST, 28.10 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 31.15 FEET;

THENCE SOUTH $89^{\circ}20'40''$ WEST TANGENT TO SAID CURVE, A DISTANCE OF 105.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,211,345 SQUARE FEET OR 96.679 ACRES OF LAND, MORE OR LESS.

RESOLUTION # 2016-154

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SURPRISE, ARIZONA, APPROVING THE SURPRISE FOOTHILLS WATER SUPPLY FACILITY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SURPRISE AND BUENA VISTA HOLDINGS LLC, SURPRISE FOOTHILLS MASTER LLC, MESQUITE MOUNTAIN RANCH INVESTMENTS LLC, MANAGEMENT 317 LLC REPLACING ALL PRIOR DEVELOPMENT AGREEMENTS PERTAINING TO THE PROPERTY GENERALLY LOCATED NORTH OF SUN VALLEY PARKWAY AND WEST OF 243RD AVENUE.

WHEREAS, on October 21, 2008, the City entered into the SPA 3 West Water Service Area Development Agreement with various owners in the far western portion of the City for water system infrastructure for the properties;

WHEREAS, over time some ownership has changed, no development has occurred, and owners have revised the water system infrastructure plans; and

WHEREAS, the City of Surprise and representatives of the properties known as Surprise Foothills, Buena Vista Ranch and Mesquite Mountain Ranch, now desire to replace all previously approved development agreements with a new agreement for the purpose of setting forth certain obligations and commitments relative to the development of the water supply system of the properties.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Surprise, Arizona, as follows.

Section 1. The Mayor and Council hereby approve the development agreement between the City of Surprise and Buena Vista Holdings LLC, Surprise Foothills Master LLC, Mesquite Mountain Ranch Investments LLC, Management 317 consisting of the "Surprise Foothills Water System Facility Development Agreement" and exhibit A which is incorporated by reference.

Section 2. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of the Agreement and this Resolution.

SIGNATURES ON THE FOLLOWING PAGE

APPROVED AND ADOPTED this ____ day of _____, 2016.

Sharon R. Wolcott, Mayor

Attest:

Approved as to form:

Sherry Aguilar, City Clerk

Robert Wingo, City Attorney



CITY OF SURPRISE
Regular City Council Meeting

December 20, 2016 @ 6:00:00 PM

[Back](#) [Print](#)

Council Meeting Date:	December 20, 2016	Contact Person:	Robert Wingo, City Attorney
Submitting Department:		District:	Internal
Staff Recommendations:	None		

Consent	Regular	Public Hearing	Report/Discussion
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Agenda Wording:

Consideration and action to enter into executive session with the City Attorney for discussion and consultation for legal advice pertaining to zoning of property within the vicinity of City Hall pursuant to A.R.S. 38-431.03(A)(3).

Motion:

Background:

Objective Analysis:

Policy Compliant:

Financial Impact:

Budget Impact:

FTE Impact:

ATTACHMENTS:

[Click to download](#)

No Attachments Available